

**Boise City Public Schools
Board of Education Regular Meeting
High School Meeting Room, 700 SE 1st St, P.O. Box 1116, Boise City, Oklahoma 73933
Monday, June 8, 2026 at 6:00 PM**

MINUTES

1. Call to Order

Alisha Griffith called the meeting to order at 6:00 p.m.

2. Opening Procedures

Alisha Griffith led the Pledge of Allegiance. Scott Arthaud led the prayer.

3. Rollcall to Establish Quorum

Attendance Taken at 6:11 PM.

Scott Arthaud: Present

Nathan Crabtree: Present

Paul Desbien: Present

Alisha Griffith: Present

Tony Whitfield: Present

4. Record of Others Present

Cory Smith, Chance Baker, Teresa Craiker, Renee Imler, Toni Thornton

5. Citizen's Comments

There were no citizen's comments.

6. Consent Agenda

Motion to approve the consent agenda. This motion, made by Tony Whitfield and seconded by Paul Desbien, Passed.

Scott Arthaud: Yea

Nathan Crabtree: Yea

Paul Desbien: Yea

Alisha Griffith: Yea

Tony Whitfield: Yea

Yea: 5, Nay: 0

6.a. Approval of the Minutes of the May 11, 2026, Regular Board Meeting and the May 22, 2026, Special Board Meeting

6.b. Approval of the May 31, 2026, Activity Fund Financial Statements

6.c. Approval of the May 31, 2026, Appropriated Funds Financial Statement

6.d. Approval of 2025-2026 General Fund encumbrances 8, 13, 23, 53, 58, 79, 83, 106, 111, 129, 140, 189, 221, 239, 294, 296, 299, 312, 314, 315, 319-332, 50008-50024, 50026-50049, 50051-50053, 50055-50062, 50064-50067, 50074-50077 totaling \$10,819.48; and 2025-2026 Building Fund encumbrances 18, 21, 22, 24, 27, 31-38 totaling \$11,214.78; and 2026-2027 General Fund encumbrances 1-41 totaling \$424,658.91; and 2026-2027 Building Fund encumbrances 1-15 totaling \$235,996.00.

6.e. Approval of Fundraiser Requests

6.f. Approval of the 2026-2027 Section 125 Plan Document with American Fidelity

6.g. Approval of the EduSkills renewal quote for 2026-2027

7. Presentations/Reports

7.a. Elementary

Awards assembly

MTSS Conference

STAR data

Extended year services

Summer cleaning

Classes

7.b. High School

Summer maintenance

7.c. Superintendent

Bond project options

8. Current Business

8.a. Discussion and vote to contract with Oklahoma Schools Insurance Group for insurance coverage for the district which includes: Property, General Liability, School Board Liability, Employee Benefit Liability, Automobile Liability, Automobile Physical Damage, Crime, Cyber Liability, and Deadly Weapon Protection for the 2026-2027 fiscal year, and to approve a resolution to join Oklahoma Schools Insurance Group.

Motion to contract with Oklahoma Schools Insurance Group for insurance coverage for the district which includes: Property, General Liability, School Board Liability, Employee Benefit Liability, Automobile Liability, Automobile Physical Damage, Crime, Cyber Liability, and Deadly Weapon Protection for the 2026-2027 fiscal

year, and to approve a resolution to join Oklahoma Schools Insurance Group. This motion, made by Scott Arthaud and seconded by Nathan Crabtree, Passed.

Scott Arthaud: Yea

Nathan Crabtree: Yea

Paul Desbien: Yea

Alisha Griffith: Yea

Tony Whitfield: Yea

Yea: 5, Nay: 0

8.b. Discussion and vote to approve the contract with Oklahoma School Assurance Group for Workers' Compensation insurance for 2026-2027.

Motion to approve the contract with OSAG for Workers' Compensation insurance for fiscal year 2026-2027. This motion, made by Nathan Crabtree and seconded by Paul Desbien, Passed.

Scott Arthaud: Yea

Nathan Crabtree: Yea

Paul Desbien: Yea

Alisha Griffith: Yea

Tony Whitfield: Yea

Yea: 5, Nay: 0

8.c. Discussion and vote to approve the following extra duties for June, 2026:

Danielle Walker - June Occupational Therapy, \$1,750; Renee Imler and Bethany Smith - OTMSS Stipend, \$1,500 each; Britton Gabriele, Justin House, Ryan Lechner, Chase Loyd, Andrew Stone - June Summer Pride, \$1,000 each.

Motion to approve the following extra duties for June 2026: Danielle Walker - June Occupational Therapy, \$1,750; Renee Imler and Bethany Smith - OTMSS Stipend, \$1,500 each; Britton Gabriele, Justin House, Ryan Lechner, Chase Loyd, Andrew

Stone - June Summer Pride, \$1,000 each. This motion, made by Paul Desbien and seconded by Tony Whitfield, Passed.

Scott Arthaud: Yea

Nathan Crabtree: Yea

Paul Desbien: Yea

Alisha Griffith: Yea

Tony Whitfield: Yea

Yea: 5, Nay: 0

8.d. Discussion and vote to approve activity sub-account for live streaming and elementary PK-4.

Motion to approve activity fund sub-accounts for live streaming and elementary PK-4. This motion, made by Nathan Crabtree and seconded by Scott Arthaud, Passed.

Scott Arthaud: Yea

Nathan Crabtree: Yea

Paul Desbien: Yea

Alisha Griffith: Yea

Tony Whitfield: Yea

Yea: 5, Nay: 0

8.e. Discussion and vote to approve changes to the 26-27 academic calendar.

Motion to approve changes to the 2026-2027 academic calendar. This motion, made by Tony Whitfield and seconded by Paul Desbien, Passed.

Scott Arthaud: Yea

Nathan Crabtree: Yea

Paul Desbien: Yea

Alisha Griffith: Yea

Tony Whitfield: Yea

Yea: 5, Nay: 0

8.f. Discussion and vote to approve the 2026-2027 Boise City Coaches Handbook.

Motion to approve the 2026-2027 Boise City Coaches Handbook. This motion, made by Tony Whitfield and seconded by Paul Desbien, Passed.

Scott Arthaud: Yea

Nathan Crabtree: Yea

Paul Desbien: Yea

Alisha Griffith: Yea

Tony Whitfield: Yea

Yea: 5, Nay: 0

8.g. Discussion and vote to adopt policy DEBA - Personnel Vacations.

Motion to adopt policy DEBA - Personnel Vacations. This motion, made by Nathan Crabtree and seconded by Scott Arthaud, Passed.

Scott Arthaud: Yea

Nathan Crabtree: Yea

Paul Desbien: Yea

Alisha Griffith: Yea

Tony Whitfield: Yea

Yea: 5, Nay: 0

8.h. Discussion and possible vote to appoint Toni Thornton as Minutes Clerk, Evelyn Moore as Deputy Minutes Clerk, Toni Thornton as Encumbrance Clerk, KaAnn Loyd as Treasurer, and Stacy Sparkman as Deputy Treasurer for the 2026-2027 fiscal year.

Motion to appoint Toni Thornton as Minutes Clerk, Evelyn Moore as Deputy Minutes Clerk, Toni Thornton as Encumbrance Clerk, KaAnn Loyd as Treasurer,

and Stacy Sparkman as Deputy Treasurer for the 2026-2027 fiscal year. This motion, made by Scott Arthaud and seconded by Tony Whitfield, Passed.

Scott Arthaud: Yea

Nathan Crabtree: Yea

Paul Desbien: Yea

Alisha Griffith: Yea

Tony Whitfield: Yea

Yea: 5, Nay: 0

- 8.i. Discussion with possible vote to approve Board President Alisha Griffith, Vice-President Paul Desbien, Clerk Nathan Crabtree, and District Treasurers KaAnn Loyd and Stacy Sparkman as authorized signers of the district's appropriated funds accounts.**

Motion to approve Board President Alisha Griffith, Vice-President Paul Desbien, Clerk Nathan Crabtree, and District Treasurers KaAnn Loyd and Stacy Sparkman as authorized signers of the district's appropriated funds accounts. This motion, made by Scott Arthaud and seconded by Nathan Crabtree, Passed.

Scott Arthaud: Yea

Nathan Crabtree: Yea

Paul Desbien: Yea

Alisha Griffith: Yea

Tony Whitfield: Yea

Yea: 5, Nay: 0

- 8.j. Discussion and vote to approve Chance Baker as the Custodian of the Activity Fund for the 2026-2027 fiscal year**

Motion to approve Chance Baker as the Custodian of the Activity Fund for the 2026-2027 fiscal year. This motion, made by Nathan Crabtree and seconded by Paul Desbien, Passed.

Scott Arthaud: Yea

Nathan Crabtree: Yea

Paul Desbien: Yea

Alisha Griffith: Yea

Tony Whitfield: Yea

Yea: 5, Nay: 0

8.k. Discussion and vote to approve Chance Baker, Justin House, Britton Gabriele, KaAnn Loyd and Cory Smith as signatories on the Activity Fund for the 2026-2027 fiscal year.

Motion to approve Chance Baker, Justin House, Britton Gabriele, KaAnn Loyd, and Cory Smith as signatories on the Activity Fund for the 2026-2027 fiscal year. This motion, made by Tony Whitfield and seconded by Paul Desbien, Passed.

Scott Arthaud: Yea

Nathan Crabtree: Yea

Paul Desbien: Yea

Alisha Griffith: Yea

Tony Whitfield: Yea

Yea: 5, Nay: 0

8.l. Discussion and vote to approve Salary Scales for the 2026-27 fiscal year.

Motion to approve salary scales for the 2026-2027 fiscal year. This motion, made by Paul Desbien and seconded by Nathan Crabtree, Passed.

Scott Arthaud: Yea

Nathan Crabtree: Yea

Paul Desbien: Yea

Alisha Griffith: Yea

Tony Whitfield: Yea

Yea: 5, Nay: 0

8.m. Discussion and vote to approve the hiring of one additional kitchen staff member for the 2026–2027 school year.

Motion to hire Norma Nunez as kitchen staff for the 2026-2027 school year. This motion, made by Paul Desbien and seconded by Tony Whitfield, Passed.

Scott Arthaud: Yea

Nathan Crabtree: Yea

Paul Desbien: Yea

Alisha Griffith: Yea

Tony Whitfield: Yea

Yea: 5, Nay: 0

9. New Business

10. Adjourn

Motion to adjourn at 6:54 p.m. This motion, made by Paul Desbien and seconded by Nathan Crabtree, Passed.

Scott Arthaud: Yea

Nathan Crabtree: Yea

Paul Desbien: Yea

Alisha Griffith: Yea

Tony Whitfield: Yea

Yea: 5, Nay: 0

Minutes Clerk

**Boise City Public Schools
Board of Education Regular Meeting
High School Meeting Room, 700 SE 1st St, P.O. Box 1116, Boise City, Oklahoma 73933
Monday, May 11, 2026 at 6:00 PM**

MINUTES

1. Call to Order

Alisha Griffith called the meeting to order at 6:00 p.m.

2. Opening Procedures

Alisha Griffith led the Pledge of Allegiance. Scott Arthaud led the prayer.

3. Rollcall to Establish Quorum

Attendance Taken at 6:01 PM.

Scott Arthaud: Present

Nathan Crabtree: Present

Paul Desbien: Present

Alisha Griffith: Present

Tony Whitfield: Present

4. Record of Others Present

Cory Smith, Chance Baker, Teresa Craiker, Renee Imler, Toni Thornton

5. Citizen's Comments

6. Consent Agenda

Motion to approve the consent agenda. This motion, made by Paul Desbien and seconded by Nathan Crabtree, Passed.

Scott Arthaud: Yea

Nathan Crabtree: Yea

Paul Desbien: Yea

Alisha Griffith: Yea

Tony Whitfield: Yea

Yea: 5, Nay: 0

6.a. Approval of the Minutes of the April 13, 2026 Regular Board Meeting

6.b. Approval of the April 30, 2026, Activity Fund Financial Statements

6.c. Approval of the April 30, 2026, Appropriated Funds Financial Statement

6.d. Approval of General Fund encumbrances 23, 45, 94, 95, 110, 135, 150, 180, 242, 246, 247, 249, 254, 256, 266, 268, 270, 277, 278, 281, 282, 291, 292, 300-302, 304, 308, 309, 312-318, 50008-50024, 50026-50049, 50051-50053, 50055-50068, 50074-50077 totaling \$10,418.51; and Building Fund encumbrances 4, 19, 23, 25, 28-30 totaling \$2,752.73.

6.e. Approval of Fundraiser Requests

6.f. Approval of 2026-2027 Software Service Agreements with Sylogist Ed for Student Information and Accounting software.

6.g. Approval of renewal of OSSBA Membership, Policy Services, Employment Services, and Tier 2 Assemble Meetings Services for 2026-2027.

6.h. Approval of proposal for speech therapy services for 2026-2027 with Sweet Home Therapy, LLC.

6.i. Approval of 2026-2027 renewal quote from Renaissance for Star Assessments, All Products Renaissance Platform, and Accelerated Reader.

6.j. Approval of the 2026-2027 renewal quote from PikMyKid.

6.k. Approval of all resignations received to date.

6.l. Approval of Corrected Application for Temporary Appropriations for 2026-2027

7. Presentations/Reports

7.a. Elementary

STAR testing

Student activities

Staff Appreciation Week

Student awards

8th Grade Promotion

7.b. High School

End-of-year activities

Ball field update

Gun raffle

7.c. Superintendent

Legislation

Cafeteria

8. Current Business

8.a. Discussion and vote to approve revisions to the Board of Education policies EHBC EHBC-R1,EHBC-R2,EHBC-R3,EHBC-R4,EHBCA,EHBCA-R,FEH.

Motion to approve revisions to the Board of Education policies EHBC EHBC-R1,EHBC-R2,EHBC-R3,EHBC-R4,EHBCA,EHBCA-R,FEH. This motion, made by Paul Desbien and seconded by Nathan Crabtree, Passed.

Scott Arthaud: Yea

Nathan Crabtree: Yea

Paul Desbien: Yea

Alisha Griffith: Yea

Tony Whitfield: Yea

Yea: 5, Nay: 0

8.b. Discussion and vote to approve the superintendent's recommendation to renew the contract of Kelly Embry as a certified teacher for the 2026-2027 school year.

Motion to approve the superintendent's recommendation to renew the contract of Kelly Embry as a certified teacher for the 2026-2027 school year. This motion, made by Paul Desbien and seconded by Scott Arthaud, Passed.

Scott Arthaud: Yea

Nathan Crabtree: Yea

Paul Desbien: Yea
Alisha Griffith: Yea
Tony Whitfield: Yea

Yea: 5, Nay: 0

8.c. Discussion and vote to approve the superintendent's recommendation to employ Cintia Rosas- 2nd grade, Jamilett Villa-5th Grade self-contained, Kim Alexander-Business Education 5-12, Kim Gibson- K-12 Art, Rebecca James-Biology, Physical Science and Chemistry and Melissa Wiley-FACS 9-12 as adjunct teachers for the 2026-2027 school year pending SDE approval.

Motion to approve the superintendent's recommendation to employ Cintia Rosas- 2nd grade, Jamilett Villa-5th Grade self-contained, Kim Alexander-Business Education 5-12, Kim Gibson- K-12 Art, Rebecca James-Biology, Physical Science and Chemistry and Melissa Wiley-FACS 9-12 as adjunct teachers for the 2026-2027 school year pending SDE approval.

This motion, made by Paul Desbien and seconded by Nathan Crabtree, Passed.

Scott Arthaud: Yea
Nathan Crabtree: Yea
Paul Desbien: Yea
Alisha Griffith: Yea
Tony Whitfield: Yea

Yea: 5, Nay: 0

8.d. Discussion and vote to approve the superintendent's recommendation to employ Ryan Lechner—Social Studies and Physical Education, Andrew Stone—Physical Education and Intermediate Math as Emergency Certified teachers for the 2026-2027 school year pending SDE approval.

Motion to approve the superintendent's recommendation to employ Ryan Lechner-Social Studies and Physical Education, Andrew Stone-Physical Education and Intermediate Math as Emergency Certified teachers for the 2026-2027 school year, pending SDE approval. This motion, made by Scott Arthaud and seconded by Nathan Crabtree, Passed.

Scott Arthaud: Yea
Nathan Crabtree: Yea

Paul Desbien: Yea
Alisha Griffith: Yea
Tony Whitfield: Yea

Yea: 5, Nay: 0

8.e. Discussion and vote to hire a high school paraprofessional for the 2026-2027 school year.

Motion to hire Karina Morales as a high school paraprofessional for the 2026-2027 school year. This motion, made by Paul Desbien and seconded by Nathan Crabtree, Passed.

Scott Arthaud: Yea
Nathan Crabtree: Yea
Paul Desbien: Yea
Alisha Griffith: Yea
Tony Whitfield: Yea

Yea: 5, Nay: 0

8.f. Discussion and vote to approve the hiring of kitchen staff for the 2026–2027 school year.

Motion to hire Olivia Soto and Elva Saucedo as kitchen staff and Wendy Robbertse as kitchen manager for the 2026-2027 school year. This motion, made by Paul Desbien and seconded by Scott Arthaud, Passed.

Scott Arthaud: Yea
Nathan Crabtree: Yea
Paul Desbien: Yea
Alisha Griffith: Yea
Tony Whitfield: Yea

Yea: 5, Nay: 0

8.g. Discussion and vote to approve the hiring of a summer worker.

Motion to approve the hiring of Morgan Derrick as a summer worker. This motion, made by Paul Desbien and seconded by Nathan Crabtree, Passed.

Scott Arthaud: Yea
Nathan Crabtree: Yea
Paul Desbien: Yea
Alisha Griffith: Yea
Tony Whitfield: Yea

Yea: 5, Nay: 0

8.h. Proposed vote to go into executive session pursuant to 25 O.S. Section 307(B)(1) to discuss extra duty assignments for the 2026-2027 fiscal year.

Motion to go into executive session at 6:33 p.m. to discuss extra duty assignments for the 2026-2027 fiscal year. This motion, made by Scott Arthaud and seconded by Nathan Crabtree, Passed.

Scott Arthaud: Yea

Nathan Crabtree: Yea

Paul Desbien: Yea

Alisha Griffith: Yea

Tony Whitfield: Yea

Yea: 5, Nay: 0

8.i. Acknowledge the return of the board to open session.

The Board returned to open session at 7:44 p.m.

8.j. Executive session minutes compliance announcement.

The following executive session compliance announcement was made by Nathan Crabtree, Clerk of the Board:

The Board convened in executive session at 6:33 p.m. Alisha Griffith, Paul Desbien, Nathan Crabtree, Scott Arthaud, Tony Whitfield, Cory Smith, Chance Baker, Teresa Craiker, and Renee Imler were present. Extra duty assignments for the 2026-2027 school year were discussed. The Board returned to open session at 7:44 p.m.

8.k. Discussion and vote on the superintendent's recommendation to approve the extra duty assignments for the 2026-2027 fiscal year.

Motion to approve the superintendent's recommendation to approve the extra duty assignments with the exception of all positions for high school boys basketball, all high school baseball positions, and all track positions, and also to remove Mrs. Imler from the teaching principal position, add Mrs. Craiker to the teaching principal position, and add Mrs. Powers as the 2030

class sponsor for the 2026-2027 fiscal year. This motion, made by Tony Whitfield and seconded by Nathan Crabtree, Passed.

Scott Arthaud: Yea

Nathan Crabtree: Yea

Paul Desbien: Yea

Alisha Griffith: Yea

Tony Whitfield: Yea

Yea: 5, Nay: 0

9. New Business

10. Adjourn

Motion to adjourn at 7:50 p.m. This motion, made by Paul Desbien and seconded by Nathan Crabtree, Passed.

Scott Arthaud: Yea

Nathan Crabtree: Yea

Paul Desbien: Yea

Alisha Griffith: Yea

Tony Whitfield: Yea

Yea: 5, Nay: 0

Minutes Clerk

**Boise City Public Schools
Boise City Board of Education Special Meeting
High School Meeting Room, 700 SE 1st St, P.O. Box 1116, Boise City, Oklahoma 73933
Friday, May 22, 2026 at 7:30 AM**

MINUTES

1. Call to Order

Alisha Griffith called the meeting to order at 7:32 a.m.

2. Opening Procedures

Alisha Griffith led the Pledge of Allegiance. Nathan Crabtree led the prayer.

3. Rollcall to Establish Quorum

Attendance Taken at 7:34 AM.

Scott Arthaud: Present

Nathan Crabtree: Present

Paul Desbien: Present

Alisha Griffith: Present

Tony Whitfield: Present

4. Record of others present

Cory Smith, Chance Baker, Evelyn Moore

5. Proposed vote to go into executive session pursuant to 25 O.S. Section 307(B)(1) discuss the employment of a Certified Teacher/Boys Basketball Coach for the 2026-2027 school year.

Motion to go into executive session at 7:34 a.m. to discuss the employment of a Certified Teacher/Boys Basketball Coach for the 2026-2027 school year. This motion, made by Nathan Crabtree and seconded by Tony Whitfield, Passed.

Scott Arthaud: Yea

Nathan Crabtree: Yea

Paul Desbien: Yea

Alisha Griffith: Yea

Tony Whitfield: Yea

Yea: 5, Nay: 0

6. Acknowledge the return of the board to open session.

The Board returned to open session at 8:00 a.m.

7. Executive session minutes compliance announcement.

The following executive session minutes compliance announcement was made by Nathan Crabtree, Clerk of the Board:

The Board convened in executive session at 7:34 a.m. Alisha Griffith, Paul Desbien, Nathan Crabtree, Scott Arthaud, Tony Whitfield, Cory Smith, and Chance Baker were present. The Board discussed hiring a Certified Teacher/Boys Basketball Coach. The Board returned to open session at 8:00 a.m.

8. Discussion and vote to approve the employment of a Certified Teacher/Boys Basketball Coach for the 2026-2027 school year.

Motion to approve the employment of Gannen Braddock as a Certified Teacher/Boys Basketball Coach for the 2026-2027 school year. This motion, made by Scott Arthaud and seconded by Tony Whitfield, Passed.

Scott Arthaud: Yea

Nathan Crabtree: Yea

Paul Desbien: Yea

Alisha Griffith: Yea

Tony Whitfield: Yea

Yea: 5, Nay: 0

9. Adjourn

Motion to adjourn at 8:00 a.m. This motion, made by Paul Desbien and seconded by Nathan Crabtree, Passed.

Scott Arthaud: Yea

Nathan Crabtree: Yea

Paul Desbien: Yea

Alisha Griffith: Yea

Tony Whitfield: Yea

Yea: 5, Nay: 0

Minutes Clerk

BOISE CITY PUBLIC SCHOOLS

Revenue/Expenditure Summary

Options: Fund: 60, Date Range: 5/1/2026 - 5/31/2026

	Begin Balance	Receipts	Adjusting Entries	Payments	Cash End Balance	Unpaid POs	End Balance
805 YEAR BOOK	\$5,762.70	\$1,420.00	\$0.00	\$852.80	\$6,329.90	\$1,671.10	\$4,658.80
807 ATHLETICS	\$4,414.75	\$1,043.00	\$0.00	\$2,846.00	\$2,611.75	\$1,471.95	\$1,139.80
809 BAND	\$75.86	\$0.00	\$0.00	\$0.00	\$75.86	\$0.00	\$75.86
812 FFA	\$17,838.91	\$2,988.81	\$0.00	\$7,840.97	\$12,986.75	\$225.00	\$12,761.75
816 LIBRARY	\$2,080.28	\$0.00	\$0.00	\$0.00	\$2,080.28	\$0.00	\$2,080.28
818 HIGH SCHOOL	\$2,125.53	\$469.24	\$0.00	\$52.47	\$2,542.30	\$964.96	\$1,577.34
819 NHS	\$2,444.12	\$319.12	\$0.00	\$155.60	\$2,607.64	\$0.00	\$2,607.64
823 STUCO	\$754.11	\$138.80	\$0.00	\$0.00	\$892.91	\$0.00	\$892.91
824 TSA	\$3,562.10	\$50.00	\$0.00	\$0.00	\$3,612.10	\$0.00	\$3,612.10
825 F. HINER DALE	\$33,493.28	\$92.47	\$0.00	\$0.00	\$33,585.75	\$0.00	\$33,585.75
826 BENEVOLANCE	\$35.83	\$0.00	\$0.00	\$0.00	\$35.83	\$0.00	\$35.83
827 ELEMENTARY	\$7,216.01	\$0.00	\$0.00	\$1,373.46	\$5,842.55	\$250.00	\$5,592.55
830 CHALYN IMLER SCHOLARSHIP (NHS)	\$5,154.55	\$0.00	\$0.00	\$0.00	\$5,154.55	\$0.00	\$5,154.55
832 FUN FEST	\$100.00	\$635.12	\$0.00	\$309.99	\$425.13	\$325.06	\$100.07
838 SCHOOL LUNCH	\$5,463.26	\$5,381.12	\$0.00	\$9,459.85	\$1,384.53	\$0.00	\$1,384.53
839 FCA	\$1,124.28	\$0.00	\$0.00	\$60.52	\$1,063.76	\$0.00	\$1,063.76
850 ACADEMIC BOWL	\$693.84	\$0.00	\$0.00	\$0.00	\$693.84	\$0.00	\$693.84
851 SCIENCE	\$89.99	\$0.00	\$0.00	\$0.00	\$89.99	\$0.00	\$89.99
852 NEVA SIZEMORE	\$9,536.16	\$0.00	\$0.00	\$0.00	\$9,536.16	\$0.00	\$9,536.16
865 ELL/MIGRANT	\$2,021.19	\$0.00	\$0.00	\$0.00	\$2,021.19	\$0.00	\$2,021.19
868 MUSIC BOOSTERS	\$488.83	\$0.00	\$0.00	\$0.00	\$488.83	\$0.00	\$488.83
873 SHOOTING SPORTS	\$1,934.13	\$0.00	\$0.00	\$7,362.00	(\$5,427.87)	\$0.00	(\$5,427.87)
879 ROBOTICS	\$460.05	\$60.00	\$0.00	\$192.89	\$327.16	\$0.00	\$327.16
880 Class of 2026	\$3,981.75	\$385.60	\$0.00	\$783.00	\$3,584.35	\$2,495.96	\$1,088.39
881 class of 2027	\$4,011.32	\$1,169.67	\$0.00	\$872.25	\$4,308.74	\$0.00	\$4,308.74
882 STAFF DEVELOPMENT	\$2,652.06	\$185.00	\$0.00	\$134.95	\$2,702.11	\$0.00	\$2,702.11
883 CLASS OF 2028	\$1,996.07	\$2,226.90	\$0.00	\$1,064.47	\$3,158.50	\$50.00	\$3,108.50
884 CLASS OF 2029	\$200.00	\$1,828.31	\$0.00	\$300.00	\$1,728.31	\$0.00	\$1,728.31
885 ART	\$546.53	\$423.00	\$0.00	\$0.00	\$969.53	\$116.00	\$853.53
886 ACTIVITY TRAVEL	\$10,189.34	\$2,100.00	\$0.00	\$4,509.72	\$7,779.62	\$5,120.00	\$2,659.62
Total	\$130,446.83	\$20,916.16	\$0.00	\$38,170.94	\$113,192.05	\$12,690.03	\$100,502.02

Balance per bank statement
24.23

\$88,226.37

ADD:

Activity

20,000.00

C. Imler

5,154.55

F Hiner Dale

30,000.00

DEDUCT:

OUTSTANDING PAYMENTS

\$30,188.87

MAY 2026 BALANCE

\$113,192.05



P. O. Box 1179
BOISE CITY, OKLAHOMA 73933
MEMBER FDIC

ACCOUNT NUMBER	XXXXXX1152
STATEMENT PERIOD	4/30/26 - 5/29/26
ENCLOSURES	39
PAGE	1 of 8

1121 1 AV 0.588 *0001694 S4
BOISE CITY PUBLIC SCHOOLS
ACTIVITY FUND
PO BOX 1115
BOISE CITY OK 73933-1115
MAIL STATEMENT



Checking Account Summary - XXXXXX1152

PUBLIC FUNDS XXXXXX1152	
Beginning Balance	80,924.23
12 Deposits	20,523.12
5 Other Credits	445.63
27 Withdrawals	13,458.47
2 Other Debits	208.14
Ending Balance	88,226.37

Overdraft Summary

	Total For This Period	OKLAHOTAL Total Year-to-Date
TOTAL OVERDRAFT FEES	0.00	0.00
TOTAL RETURNED ITEM FEES	0.00	0.00

Interest Summary

29	DAYS IN STATEMENT CYCLE
2.02%	ANNUAL PERCENTAGE YIELD EARNED
130.24	AMOUNT OF EARNED INTEREST
81,967.28	AVERAGE DAILY LEDGER BALANCE

Fee Summary

Item	Amount
TOTAL FEES IMPOSED	0.00

Account Credit Transactions

Date	Description	Amount
5/01	DEPOSIT	750.00
5/01	PARAGON SOLUTION CC DEPOSIT 3770002540	20.80
5/07	DEPOSIT	1,246.00
5/08	PARAGON SOLUTION CC DEPOSIT 3770002621	140.14
5/13	DEPOSIT	1,323.00
5/13	DEPOSIT	3,745.60
5/18	DEPOSIT	2,039.41
5/18	INT PAYMENT FRM CD --XXXXXXXXXXXX059 BOISE CITY PUBLIC SCHO	92.47
5/19	DEPOSIT	2,183.49
5/20	PARAGON SOLUTION CC DEPOSIT 3770002535	61.98

Please examine statement and checks promptly. If no error is reported in 60 days, the account will be considered correct. Please report changes of address.
If you have a question about an Electronic Funds Transfer call us at (580) 544-2591. You may request account disclosures containing terms, fees, and rate information for your account.

BOISE CITY PUBLIC SCHOOLS

Outstanding Payments

Options: Fiscal Years: 2026, Funds: 60, As Of Date: 5/31/2026

Year	Fund	No	Date	Reg Date	Vendor No	Vendor	Amount
2026	60	71	9/11/2025	9/11/2025	3539	STATE FAIR OF OKLAHOMA	\$60.00
2026	60	207	12/16/2025	12/16/2025	3899	AMAZON	\$87.98
2026	60	334	4/2/2026	4/2/2026	3749	HOOKE SCHOOLS	\$350.00
2026	60	348	4/16/2026	4/16/2026	7857	FRESH COUNTRY FUND RAISING	\$143.50
2026	60	388	5/21/2026	5/22/2026	56	Melissa A. Prather	\$250.00
2026	60	389	5/21/2026	5/22/2026	7197	Master Cleaners	\$65.00
2026	60	390	5/22/2026	5/22/2026	7883	JACOB OTEY	\$600.00
2026	60	391	5/26/2026	5/26/2026	6966	HAMMON TEAM CAMP% KENEDIE	\$550.00
2026	60	392	5/26/2026	5/26/2026	5820	ARVEST BANK	\$119.98
2026	60	394	5/26/2026	5/26/2026	5820	ARVEST BANK	\$52.47
2026	60	395	5/26/2026	5/26/2026	3899	AMAZON	\$81.96
2026	60	396	5/26/2026	5/26/2026	3899	AMAZON	\$63.22
2026	60	397	5/26/2026	5/26/2026	3899	AMAZON	\$189.58
2026	60	398	5/26/2026	5/26/2026	3899	AMAZON	\$112.84
2026	60	399	5/26/2026	5/26/2026	3899	AMAZON	\$245.44
2026	60	400	5/26/2026	5/26/2026	5820	ARVEST BANK	\$1765.00
2026	60	402	5/26/2026	5/26/2026	5820	ARVEST BANK	\$539.45
2026	60	403	5/26/2026	5/26/2026	5820	ARVEST BANK	\$74.66
2026	60	404	5/26/2026	5/26/2026	238	MOORE'S GROCERY	\$112.89
2026	60	405	5/26/2026	5/26/2026	238	MOORE'S GROCERY	\$309.99
2026	60	406	5/26/2026	5/26/2026	238	MOORE'S GROCERY	\$64.47
2026	60	407	5/26/2026	5/26/2026	5820	ARVEST BANK	\$1025.62
2026	60	408	5/26/2026	5/26/2026	5820	ARVEST BANK	\$145.27
2026	60	409	5/26/2026	5/26/2026	5820	ARVEST BANK	\$330.00
2026	60	410	5/26/2026	5/26/2026	5820	ARVEST BANK	\$277.40
2026	60	411	5/26/2026	5/26/2026	6949	COMPASS ATHLETICS,LLC	\$480.00
2026	60	412	5/26/2026	5/26/2026	5820	ARVEST BANK	\$1320.00
2026	60	413	5/26/2026	5/26/2026	5820	ARVEST BANK	\$1014.81
2026	60	414	5/26/2026	5/26/2026	5820	ARVEST BANK	\$322.49
2026	60	415	5/26/2026	5/26/2026	5820	ARVEST BANK	\$220.75
2026	60	416	5/26/2026	5/26/2026	5820	ARVEST BANK	\$71.73
2026	60	418	5/26/2026	5/26/2026	3735	OKEENE ATHLETICS	\$200.00
2026	60	419	5/27/2026	5/27/2026	2511	BOISE CITY SCHOOL GENERAL FUN	\$9459.85
2026	60	420	5/27/2026	5/27/2026	5820	ARVEST BANK	\$2060.00
2026	60	421	5/28/2026	5/28/2026	866	KIM MIZER	\$25.12
2026	60	422	5/28/2026	5/28/2026	6767	CASSIE HOUSE	\$35.40
2026	60	423	5/29/2026	5/29/2026	7600	CIMARRON TRAP CLUB	\$7362.00

Total: 2026 60 \$30,188.87

Total Outstanding: \$30,188.87

BOISE CITY PUBLIC SCHOOLS

Cash Balances

Options: Fiscal Years: 2026, Funds: 60, As Of Date: 5/31/2026, Account Types: All

Cash By Account and Fund

AC	0101	BANK ACCOUNT		
	2026	60	SCHOOL ACTIVITY FNDS	
				\$113,192.05
			Total AC 0101	\$113,192.05
				\$113,192.05

Cash By Fund

	2026	60	SCHOOL ACTIVITY FNDS	
				\$113,192.05
				\$113,192.05

Balance Sheet

Options: Fiscal Years: 2025-2026, Funds: 11-41, As Of Date: 5/29/2026

Assets**Cash**

11	2025	GENERAL FUND	\$3,329.77
11	2026	GENERAL FUND	\$195,408.28
12	2025	CO-OP FUND	\$0.00
12	2026	CO-OP FUND	\$13,283.63
21	2025	BUILDING FUND	\$0.00
21	2026	BUILDING FUND	\$2,004,865.80
41	2025	SINKING FUND	\$0.00
41	2026	SINKING FUND	\$5,776.26

Cash Total	\$2,222,663.74
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Investments

11	2025	GENERAL FUND	\$1,750,000.00
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Investments Total	\$1,750,000.00
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Revenue Receivable

11	2025	GENERAL FUND	\$0.00
11	2026	GENERAL FUND	(\$179,913.04)
12	2025	CO-OP FUND	\$0.00
12	2026	CO-OP FUND	\$14,672.05
21	2025	BUILDING FUND	\$0.00
21	2026	BUILDING FUND	(\$153,144.36)
41	2025	SINKING FUND	\$0.00
41	2026	SINKING FUND	(\$5,776.26)

Revenue Receivable Total	(\$324,161.61)
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Assets Total	\$3,648,502.13
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Liabilities, Reserves and Fund Balance**Outstanding Warrants**

11	2025	GENERAL FUND	\$0.00
11	2026	GENERAL FUND	\$67,916.92
12	2025	CO-OP FUND	\$0.00
12	2026	CO-OP FUND	\$0.00
21	2025	BUILDING FUND	\$0.00
21	2026	BUILDING FUND	\$0.00

Outstanding Warrants Total	\$67,916.92
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Fund Balance

11	2025	GENERAL FUND	\$3,329.77
11	2026	GENERAL FUND	\$1,697,578.32
12	2025	CO-OP FUND	\$0.00
12	2026	CO-OP FUND	\$27,955.68
21	2025	BUILDING FUND	\$0.00
21	2026	BUILDING FUND	\$1,851,721.44

Fund Balance Total	\$3,580,585.21
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Liabilities, Reserves and Fund Balance Total	\$3,648,502.13
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Cash Balances

Options: Fiscal Years: 2025-2026, Funds: 11-41, As Of Date: 5/29/2026, Account Types: All

Cash By Account and Fund

AC	0101	BANK ACCOUNT			
	2025	11	GENERAL FUND		\$3,329.77
	2025	12	CO-OP FUND		\$0.00
	2025	21	BUILDING FUND		\$0.00
	2025	41	SINKING FUND		\$0.00
	2026	11	GENERAL FUND		\$195,408.28
	2026	12	CO-OP FUND		\$13,283.63
	2026	21	BUILDING FUND		\$2,004,865.80
	2026	41	SINKING FUND		\$5,776.26
				Total AC	0101
					\$2,222,663.74
AI	0105	CDARS FSB BOISE CITY			
	2025	11	GENERAL FUND		\$1,750,000.00
				Total AI	0105
					\$1,750,000.00
					\$3,972,663.74

Cash By Fund

2025	11	GENERAL FUND	\$1,753,329.77
2025	12	CO-OP FUND	\$0.00
2025	21	BUILDING FUND	\$0.00
2025	41	SINKING FUND	\$0.00
2026	11	GENERAL FUND	\$195,408.28
2026	12	CO-OP FUND	\$13,283.63
2026	21	BUILDING FUND	\$2,004,865.80
2026	41	SINKING FUND	\$5,776.26
			\$3,972,663.74

First State Bank
Po Box 1179
Boise City, OK 73933

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RETURN SERVICE REQUESTED

BOISE CITY PUBLIC SCHOOL DISTRICT
PO BOX 693
BOISE CITY, OK 73933

Contact Us
580-544-2591
agriffith@fsbboisecity.com
<http://www.fsbboisecity.com/>



Account
BOISE CITY PUBLIC SCHOOL DISTRICT

Date
05/31/2026

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CDARS® Customer Statement

The following information is a summary of activity in your CDARS accounts and the list of FDIC-insured institutions that hold your deposits as of the date indicated. These deposits have been placed by us, as your agent and custodian, in deposit accounts through CDARS. Certain conditions must be satisfied for "pass-through" FDIC deposit insurance coverage to apply. To meet the conditions for pass-through FDIC deposit insurance, deposit accounts at FDIC-insured banks in IntraFi's network that hold deposits placed using an IntraFi service are titled, and deposit account records are maintained, in accordance with FDIC regulations for pass-through coverage.

Summary of Accounts

Account ID	Effective Date	Maturity Date	Interest Rate	Opening Balance	Ending Balance
1031376099	06/26/2025	06/25/2026	4.25%	\$1,750,000.00	\$1,750,000.00
TOTAL				\$1,750,000.00	\$1,750,000.00

DETAILED ACCOUNT OVERVIEW

Account ID: 1031376099
Account Title: BOISE CITY PUBLIC SCHOOL DISTRICT

Account Summary - CD

Product Term	52-Week Public Fund 365 CD	Effective Date	06/26/2025
Interest Rate	4.25%	Maturity Date	06/25/2026
Account Balance	\$1,750,000.00	YTD Interest Paid	\$30,821.23
Annual Percentage Yield	4.34%	Interest Earned Since Last Statement	6,327.82

CD Issued by

Bank of the Valley FDIC Cert. 25291

YTD Interest Paid	\$3,455.70	05/01/2026	Opening Balance	\$196,211.32
Int Earned Since Last Statement	709.48	05/29/2026	Interest Payment	709.48
		05/29/2026	Interest Payout To Account	(709.48)
			*****128	
		05/29/2026	Ending Balance	196,211.32

BOKF, National Association FDIC Cert. 4214

YTD Interest Paid	\$4,165.27	05/01/2026	Opening Balance	\$236,500.00
Int Earned Since Last Statement	855.16	05/29/2026	Interest Payment	855.16
		05/29/2026	Interest Payout To Account	(855.16)
			*****128	
		05/29/2026	Ending Balance	236,500.00

First Carolina Bank FDIC Cert. 35530

YTD Interest Paid	\$4,165.27	05/01/2026	Opening Balance	\$236,500.00
Int Earned Since Last Statement	855.16	05/29/2026	Interest Payment	855.16
		05/29/2026	Interest Payout To Account	(855.16)
			*****128	
		05/29/2026	Ending Balance	236,500.00

First United Bank and Trust Company FDIC Cert. 4239

YTD Interest Paid	\$4,165.27	05/01/2026	Opening Balance	\$236,500.00
Int Earned Since Last Statement	855.16	05/29/2026	Interest Payment	855.16
		05/29/2026	Interest Payout To Account	(855.16)
			*****128	
		05/29/2026	Ending Balance	236,500.00

Five Star Bank FDIC Cert. 35361

YTD Interest Paid	\$4,165.27	05/01/2026	Opening Balance	\$236,500.00
Int Earned Since Last Statement	855.16	05/29/2026	Interest Payment	855.16
		05/29/2026	Interest Payout To Account	(855.16)
			*****128	
		05/29/2026	Ending Balance	236,500.00

Peoples Bank FDIC Cert. 9489

YTD Interest Paid	\$4,165.27	05/01/2026	Opening Balance	\$236,500.00
Int Earned Since Last Statement	855.16	05/29/2026	Interest Payment	855.16
		05/29/2026	Interest Payout To Account	(855.16)
			*****128	
		05/29/2026	Ending Balance	236,500.00

DETAILED ACCOUNT OVERVIEW

Account ID: 1031376099
Account Title: BOISE CITY PUBLIC SCHOOL DISTRICT



Pinnacle Bank FDIC Cert. 35583

YTD Interest Paid	\$4,165.27
Int Earned Since Last Statement	855.16

05/01/2026	Opening Balance	\$236,500.00
05/29/2026	Interest Payment	855.16
05/29/2026	Interest Payout To Account	(855.16)
	*****128	
05/29/2026	Ending Balance	236,500.00

SpiritBank FDIC Cert. 4048

YTD Interest Paid	\$2,373.91
Int Earned Since Last Statement	487.38

05/01/2026	Opening Balance	\$134,788.68
05/29/2026	Interest Payment	487.38
05/29/2026	Interest Payout To Account	(487.38)
	*****128	
05/29/2026	Ending Balance	134,788.68

Inv No	Description	Purchased	Maturity	Liquidated	Purchase Amount	Rate	Balance
1031376099	CDARS 1031376099	6/26/2025	6/25/2026		\$0.00	4.250	\$0.00
Date	Reinvested	Receipt Status		Amount			
7/31/2025	No	Posted		\$6,327.82			
8/29/2025	No	Posted		\$6,327.82			
9/30/2025	No	Posted		\$6,123.30			
10/31/2025	No	Posted		\$6,327.82			
11/28/2025	No	Posted		\$6,123.30			
12/31/2025	No	Posted		\$6,327.82			
1/30/2026	No	Posted		\$6,327.82			
2/27/2026	No	Posted		\$5,714.47			
3/31/2026	No	Posted		\$6,327.82			
4/30/2026	No	Posted		\$6,123.30			
5/29/2026	No	Posted		\$6,327.82			
Total Interest				\$68,379.11	Total Reinvested Interest		\$0.00
					Total 1031376099		\$0.00
					Total AI 0105 CDARS FSB BOISE CITY		\$0.00
					Total Fund 21		\$0.00
					Total All Funds		\$1,750,000.00



SERVING COLORADO | KANSAS | NEBRASKA | OKLAHOMA
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IRREVOCABLE LETTER OF CREDIT

BENEFICIARY:

Boise City Public Schools
700 SE 1st Street
PO Box 693
Boise City, OK 73933

Letter of Credit No. 101131

Effective Date: May 14, 2026

We hereby establish our irrevocable letter of credit in your favor, for the account of First State Bank, Boise City, OK, whereby we hereby irrevocably authorize you to draw on us from time to time up to a maximum aggregate amount of US \$2,000,000 (Two Million Dollars). Multiple draws are permitted as long as they do not exceed, in the aggregate, the maximum amount of this letter of credit. The Expiration Date of this letter of credit is May 14, 2027.

A draw under this letter of credit must be made by presenting to us at the location identified below a certificate (Drawing Certificate) in the form of Exhibit A (with all blanks appropriately completed). No further documentation, including this letter of credit, shall be required to make a draw, it being understood that a Drawing Certificate is to be the sole operative instrument of drawing.

This letter of credit is not transferable or assignable.

This letter of credit is issued subject to the International Standby Practices 1998, International Chamber of Commerce Publication No. 590 (ISP98). It shall be governed by the laws of the United States and, to the extent federal law incorporates or defers to state law, the laws (exclusive of choice of law provisions) of the State of Oklahoma. As to matters not governed by ISP98, this letter of credit is subject to the laws of the State of Oklahoma, including without limitation the Oklahoma Uniform Commercial Code, and the administrative rules of the Oklahoma State Treasurer.

A Drawing Certificate must be presented to us at our offices at 500 S.W. Wanamaker, Topeka, Kansas 66606, by physical delivery or by facsimile (at facsimile number 785.234.1723). A draw received by us on or before the Expiration Date and in compliance with the terms of this letter of credit will be duly honored by us. If a drawing is presented to us before 11:00 a.m., Central Time, payment will be made to you to the account number or address designated by you of the amount specified, in immediately available funds, on the same Business Day. If a drawing is presented to us after 11:00 a.m., Central Time, payment will be made to you to the account number or address designated by you of the amount specified, in immediately available funds, on the following Business Day. "Business Day" means any day that the Federal Reserve Bank of Kansas City is open for business.

We agree to provide written notice to you by certified mail, return receipt requested, within two business days after we learn of any downgrade of our credit rating by a major rating agency. We further agree that we will not issue letters of credit for any one account party in your favor in excess of twenty percent (20 percent) of our capital. All payments made by us hereunder shall be made solely from our funds.

This letter of credit sets forth in full the terms of our obligations to you, and such undertaking shall not in any way be modified or amended by reference to any other document herein or by reference to this letter of credit in any other document.

Sincerely,

Federal Home Loan Bank of Topeka

EXHIBIT A
DRAWING CERTIFICATE
Letter of Credit No. 101131

Federal Home Loan Bank of Topeka
500 S.W. Wanamaker
Topeka, KS 66606
Attention: Lending

Sir or Madam:

The undersigned individual, a duly authorized representative of the Boise City Public Schools (Beneficiary), on behalf of the Beneficiary hereby makes a draw in the amount of \$_____ on that certain Irrevocable Letter of Credit No. 101131 dated May 14, 2026 (Letter of Credit), issued by the Federal Home Loan Bank of Topeka in favor of the Beneficiary.

You are hereby directed to make payment of such amount to _____,
ABA Number _____, Account Number _____,
Attention: _____, Re: _____.

IN WITNESS WHEREOF, this Certificate has been executed this ____ day of _____, 20__.

Local Entity

By_____

Typed Name and Title

Pledges By Pledgee And Maturity

BBA

Pledged To: BOISE CITY PUBLIC SCHOOLS

The First State Bank - Boise City, OK

As Of 5/31/2026

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Receipt#	CUSIP	ASC 320	Description	Prerefund	Pool/Type	Moody	Original Face	Pledged			
								Original Face	Par	Book Value	Market Value
	3130AL5G5	AFS	FHLB AGENCY - QTRLY			Aa1	500,000.00				
BANK: BANKERS BANK			08/26/33		1.75	AA+	100.00%	500,000.00	500,000.00	500,000.00	412,460.00
1 Securities Pledged To: 04 - BOISE CITY PUBLIC SCHOOLS								500,000.00	500,000.00	500,000.00	412,460.00
									FDIC	250,000.00	250,000.00
									LOC	2,000,000.00	2,000,000.00
										2,750,000.00	2,662,460.00

Encumbrance Register

Options: Year: 2025-2026, Date Range: 5/7/2026 - 6/5/2026, Fund(s): GENERAL FUND

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	8	07/01/2025	7791	Crossroads 1010, LLC	Educational assessments	350.00
11	13	07/01/2025	5171	OPEH&W HEALTH PLAN	TRS Retiree Insurance	-206.00
11	23	07/01/2025	4001	FUELMAN OF OKLAHOMA	Transportation & Maintenance Fuel	91.59
11	53	07/01/2025	3899	AMAZON	Business Prime membership	-799.00
11	58	07/03/2025	7813	Space Exploration Technologies Corp	starlink backup internet connection	0.00
11	79	07/17/2025	7367	Mayfield Paper Company	Blanket PO	-4,075.98
11	83	07/24/2025	801	AUTO-CHLOR SYSTEM	Dishwasher lease	-430.65
11	106	08/14/2025	238	MOORE'S GROCERY	Multiple Items For Cooking IN Home Ec	50.00
11	111	08/15/2025	2095	Saber Transportation Support, Inc.	Saber Testing	-90.00
11	129	08/26/2025	5820	ARVEST BANK	Student Prep Conf at Roman Nose	-100.00
11	140	09/02/2025	5820	ARVEST BANK	Yearly Purchasing Food For Home Ec	-1,645.13
11	189	10/31/2025	7853	A&M Panhandle Beef Partners, LLC	purchase of meat	-0.06
11	221	01/06/2026	139	BOISE CITY FARMERS COOP	Propane for ag farm	120.00
11	239	01/15/2026	3899	AMAZON	Blanket PO	3.27
11	294	03/30/2026	5820	ARVEST BANK	State Contest rooms/meals	-550.75
11	296	03/30/2026	5820	ARVEST BANK	meals for State judging	-50.00
11	299	03/30/2026	5820	ARVEST BANK	Awards for ffa banquet	-137.00
11	312	04/13/2026	3899	AMAZON	VMS Server 2	-15.00
11	314	04/23/2026	1050	HARBOR FREIGHT TOOLS	Replacement tools	0.00
11	315	04/29/2026	3899	AMAZON	Vacuums to replace old nonworking vacuums	-21.41
11	319	05/11/2026	7856	Emily Hill	Physical Therapy	500.00
11	320	05/20/2026	3899	AMAZON	Hanging first aid kits	300.00
11	321	05/26/2026	7507	Harmony Renee Thornton	Reimbursement	25.00
11	322	05/26/2026	7690	Alexa Janeth Decasas	Reimbursement	25.00
11	323	05/26/2026	7641	LIVAN LEE ROSAS	Reimbursement	25.00
11	324	05/26/2026	6716	Audra Dee Bell	Reimbursement	25.00
11	325	05/26/2026	7881	Karina Lizbeth Morales	Reimbursement	25.00
11	326	05/26/2026	6519	HOLIDAY INN EXPRESS HOTEL SUITES	MTSS summer conference- 3 day event June 24-26	450.00
11	327	05/28/2026	1039	Elva Saucedo	Reimbursement	25.00
11	328	05/28/2026	4142	Jesse L. Shannon	spray football field	1,550.00
11	329	05/28/2026	7797	Morgan Keith Derrick	Reimbursement	25.00
11	330	06/05/2026	5820	ARVEST BANK	1 room Stillwater Holiday Inn on 6-3 judging camp	110.00
11	331	06/05/2026	5820	ARVEST BANK	Meals for B. Smith	150.00
11	332	06/05/2026	7371	Vitel Communications Corp.	Fire alarm inspection	2,342.00
11	50008	07/25/2025	7765	Cory Lee Smith	PAYROLL	-16.48
11	50009	07/25/2025	7744	Ryan Craig Lechner	PAYROLL	-19.41
11	50010	07/25/2025	7764	Andrew Curtis Stone	PAYROLL	1,116.01
11	50011	07/25/2025	5949	Britton M. Gabriele	PAYROLL	0.00
11	50012	07/25/2025	6386	Justin D House	PAYROLL	-22.86

Encumbrance Register

Options: Year: 2025-2026, Date Range: 5/7/2026 - 6/5/2026, Fund(s): GENERAL FUND

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	50013	07/25/2025	7769	Chance Walker Baker	PAYROLL	-16.49
11	50014	07/25/2025	7510	Teresa A Craiker	PAYROLL	-16.49
11	50015	07/25/2025	7335	Paul Chase Loyd	PAYROLL	0.00
11	50016	07/25/2025	7835	Laura Solorzane De Cisneros	PAYROLL	-1.66
11	50017	07/25/2025	7762	Orin Blair McGee	PAYROLL	-108.02
11	50018	07/25/2025	7757	Esmeralda Saucedo Reyes	PAYROLL	-9.32
11	50019	07/25/2025	7647	Jessica Danielle Walker	PAYROLL	0.00
11	50020	07/25/2025	7533	Pat Whitfield	PAYROLL	-3.35
11	50021	07/25/2025	5298	Joscette B Eledezma	PAYROLL	-24.54
11	50022	07/25/2025	5018	Maria E. Giner	PAYROLL	1,093.35
11	50023	07/25/2025	7810	Wendy Mireya Mireles	PAYROLL	-15.28
11	50024	07/25/2025	0099	Evelyn R. Moore	PAYROLL	21.43
11	50026	07/25/2025	5817	Kelly Embry	PAYROLL	805.04
11	50027	07/25/2025	7504	Melissa Dawn Wiley	PAYROLL	0.00
11	50028	07/25/2025	7183	KaAnn Marie Loyd	PAYROLL	0.00
11	50029	07/25/2025	7760	Larry Rosas	PAYROLL	57.73
11	50030	07/25/2025	7200	Kim Blake Alexander	PAYROLL	55.27
11	50031	07/25/2025	5002	Toni Rene Thornton	PAYROLL	-11.70
11	50032	07/25/2025	3998	Stacy L. Sparkman	PAYROLL	0.00
11	50033	07/25/2025	7348	David Michael McGaughy	PAYROLL	-15.26
11	50034	08/22/2025	6888	Linda K. Percifield	PAYROLL	3,026.76
11	50035	08/22/2025	0087	Paula J. White	PAYROLL	1,394.78
11	50036	08/25/2025	7823	Bethany Maureen Smith	PAYROLL	1,726.32
11	50037	08/25/2025	7778	Jamilett Villa	PAYROLL	-22.86
11	50038	08/25/2025	7570	Amber Diane Robinson	PAYROLL	-22.89
11	50039	08/25/2025	7332	Taylor L McIntire	PAYROLL	0.00
11	50040	08/25/2025	6645	Shannon Ranae Grant	PAYROLL	-116.94
11	50041	08/25/2025	7034	Misty Dawn Hughes	PAYROLL	0.00
11	50042	08/25/2025	6562	Leslie Renee Imler	PAYROLL	1,880.87
11	50043	08/25/2025	6509	Alicia Marie Shannon	PAYROLL	-22.86
11	50044	08/25/2025	4113	LaTonia Cayton	PAYROLL	-24.57
11	50045	08/25/2025	7511	Kaylie N Crews	PAYROLL	-22.92
11	50046	08/25/2025	7832	Shadlynn Mae Maness	PAYROLL	-676.41
11	50047	08/25/2025	4099	Jessica Larae James-Powers	PAYROLL	-148.87
11	50048	08/25/2025	7387	Melissa Sue McGaughy	PAYROLL	-22.92
11	50049	08/25/2025	7303	Rebecca Dianne James	PAYROLL	0.00
11	50051	08/25/2025	7512	Tangee J Cayton	PAYROLL	0.00
11	50052	08/25/2025	7701	Samantha Dawn Foust	PAYROLL	247.80
11	50053	08/25/2025	7836	Bonnie Miller	PAYROLL	30.99
11	50055	08/25/2025	7775	Adriana Rodriguez	PAYROLL	46.34
11	50056	08/25/2025	5981	Eva Marie Camilli	PAYROLL	-58.51
11	50057	08/25/2025	6571	Christy H. Cox	PAYROLL	2,284.30
11	50058	08/25/2025	5855	Beverly Ottinger	PAYROLL	-22.89
11	50059	08/25/2025	7166	Cintia Yadira Rosas	PAYROLL	-22.87
11	50060	08/25/2025	7763	Kelsey Rae Jean Caldwell	PAYROLL	270.92

Encumbrance Register

Options: Year: 2025-2026, Date Range: 5/7/2026 - 6/5/2026, Fund(s): GENERAL FUND

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	50061	08/25/2025	7830	Lacy Brooke Baker	PAYROLL	-647.06
11	50062	08/25/2025	7780	Sherry Marie James	PAYROLL	-19.08
11	50064	08/25/2025	7633	Elizabeth Lee Ratzlaff	PAYROLL	-22.88
11	50065	08/25/2025	4019	Anita M. Miller	PAYROLL	-22.91
11	50066	08/25/2025	7767	Kimberly Michelle Gibson	PAYROLL	1,497.96
11	50067	08/25/2025	7774	Ruby Hernandez	PAYROLL	-130.23
11	50074	02/20/2026	7861	GUNNER KOLE DADISMAN	PAYROLL	76.13
11	50075	04/09/2026	7867	Cecilia Morales Rodriguez	PAYROLL	-27.15
11	50076	04/17/2026	7872	Alandra Michelle Yoder	PAYROLL	71.66
11	50077	04/28/2026	7874	Skylar Brooke Sharp	PAYROLL	-548.50
Non-Payroll Total:						(\$1,929.12)
Payroll Total:						\$12,819.48
Balance Forward:						\$4,911,710.46
Report Total:						\$4,922,600.82

Encumbrance Register

Options: Year: 2026-2027, Date Range: 7/1/2026 - 7/1/2026, Fund(s): GENERAL FUND

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	1	07/01/2026	121	OSSBA	Membership renewal	6,605.00
11	2	07/01/2026	5455	OSIG	Property and Liability Insurance	174,271.00
11	3	07/01/2026	22	SylogistEd, Inc.	Accounting and Student Information Software	13,825.88
11	4	07/01/2026	7530	PikMyKid	Annual Subscription Renewal	2,575.00
11	5	07/01/2026	6517	HOLIDAY INN & SUITES	Special Education Conference July 27-29	450.00
11	6	07/01/2026	7565	Wilson Language Training Corp.	consumable materials for K-4 literacy	4,345.00
11	7	07/01/2026	3899	AMAZON	Prime membership	799.00
11	8	07/01/2026	7674	IXL Learning, Inc.	online supplemental for 1-8	3,675.00
11	9	07/01/2026	7695	Savvas Learning Company LLC	biology texts for HS	775.26
11	10	07/01/2026	7887	Macmillan Holdings LLC	statistics curriculum for HS	1,927.55
11	11	07/01/2026	5225	Barlow Educ. Management Servs.	Federal Programs Management	6,792.00
11	12	07/01/2026	5826	Bledsoe, Hewett & Gullekson CPAs	Audit and Estimate of Needs	10,300.00
11	13	07/01/2026	7544	EDUSKILLS LLC	EL Classroom Support	4,620.00
11	14	07/01/2026	4053	FARMER AGENCY	Bond Renewal	2,598.22
11	15	07/01/2026	2512	Oklahoma State Dept. of Education	Certificate Fee	210.00
11	16	07/01/2026	7524	CIMARRON COUNTY SHERIFF	Fingerprint Fee	250.00
11	17	07/01/2026	3662	OSBI	Employment Background Check	450.00
11	18	07/01/2026	5820	ARVEST BANK	Fuel	500.00
11	19	07/01/2026	7149	MC2 Systems	High School Library Software	420.00
11	20	07/01/2026	845	CIMARRON MEMORIAL HOSPITAL	Lab Fees	200.00
11	21	07/01/2026	6797	ROSENSTEIN, FIST AND RINGOLD	Legal Services	3,000.00
11	22	07/01/2026	7889	USPS	Postage	2,500.00
11	23	07/01/2026	4001	FUELMAN OF OKLAHOMA	Transportation & Maintenance Fuel	45,000.00
11	24	07/01/2026	5171	OPEH&W HEALTH PLAN	TRS Retiree Insurance	20,844.00
11	25	07/01/2026	7470	TEXAS COUNTY TAX ASSESSOR	Visual Inspection	100.00
11	26	07/01/2026	4000	OSAG	Workers' Compensation Insurance	15,697.00
11	27	07/01/2026	121	OSSBA	Board Member Training	750.00
11	28	07/01/2026	5820	ARVEST BANK	Meals for B. Smith	150.00
11	29	07/01/2026	6996	ACT	Workkeys assessment for Paraprofessionals	243.00
11	30	07/01/2026	7852	Lifesplan Physical Therapy, PLLC	Physical Therapy	5,500.00
11	31	07/01/2026	7856	Emily Hill	Mileage reimbursement	2,000.00
11	32	07/01/2026	7869	Mykal Jordan	Speech Therapy	65,000.00
11	33	07/01/2026	7791	Crossroads 1010, LLC	Evaluations for students with disabilities	5,400.00
11	34	07/01/2026	139	BOISE CITY FARMERS COOP	Transportation supplies	1,500.00
11	35	07/01/2026	7218	Cimarron Diesel Repair LLC	Blanket PO	2,000.00
11	36	07/01/2026	6279	J AND K TIRE SERIVCE	Blanket PO	5,000.00
11	37	07/01/2026	317	RED & SONS AUTO PARTS	Blanket PO	5,000.00
11	38	07/01/2026	5405	SPARK'S AUTO REPAIR, LLC	Blanket PO	5,000.00
11	39	07/01/2026	6973	OKLAHOMA TURNPIKE AUTHORITY	Turnpike tolls	100.00
11	40	07/01/2026	2095	Saber Transportation Support, Inc.	Saber Testing	576.00

Encumbrance Register

Options: Year: 2026-2027, Date Range: 7/1/2026 - 7/1/2026, Fund(s): GENERAL FUND

Fund	PO No	Date	Vendor No	Vendor	Description	Amount
11	41	07/01/2026	7465	Timothy A. Ekkel	Vehicle inspections	3,710.00
Non-Payroll Total:						\$424,658.91
Payroll Total:						\$0.00
Balance Forward:						\$0.00
Report Total:						\$424,658.91



Boise City Public Schools

Fundraising Request Form



NOTES

- No fundraising activities may take place without Board approval.
- Fundraising activities are limited to those specifically approved by the Board.
- Expenditures from activity accounts are limited to those specifically approved by the Board.
- Must comply with Child Nutrition guidelines.

Employee(s) Making Request: ^{Baker} Football, Softball, Cross Country, Boys Basketball, Girls Basketball, Track, Baseball, Cheer, Shooting Sports

Organization: _____ Account Number: _____

Fundraising Activity	Date(s)	Purpose of Funds (Include all items; do not use "miscellaneous".)
Donations	2026-2027	For meals, ref, ump, equipment, travel needs uniforms.
Community meals	2026-2027	" "

(Attach additional copies if needed)

Principal's/Director's

6/1/26

Approval Date

Superintendent's

Approval Date

Date of Board Approval: _____

Verified By _____



Boise City Public Schools

Fundraising Request Form



NOTES

- No fundraising activities may take place without Board approval.
- Fundraising activities are limited to those specifically approved by the Board.
- Expenditures from activity accounts are limited to those specifically approved by the Board.
- Must comply with Child Nutrition guidelines.

Employee(s) Making Request: ^{Baker} Band, Choir, Robotics, Academic team, Art, Yearbook, NHS.

Organization: ^{FFA} Account Number:

Fundraising Activity	Date(s)	Purpose of Funds (Include all items; do not use "miscellaneous".)
Donations	2026-2027	Meals, materials, Travel meals, equipment
Community meals	202-2027	" "

(Attach additional copies if needed)

Principal's/Director's

6/1/24

Approval Date

Superintendent's

Approval Date

Date of Board Approval: _____

Verified By _____



Boise City Public Schools

Fundraising Request Form



NOTES

- No fundraising activities may take place without Board approval.
- Fundraising activities are limited to those specifically approved by the Board.
- Expenditures from activity accounts are limited to those specifically approved by the Board.
- Must comply with Child Nutrition guidelines.

Employee(s) Making Request: ^{Baker} Class of 2027, 2028, 2029, ~~2030~~ 2030

Organization: _____ Account Number: _____

Fundraising Activity	Date(s)	Purpose of Funds (Include all items; do not use "miscellaneous".)
Donations	2026-2027	Class projects
Community Meets	2026-2027	" "

(Attach additional copies if needed)

Principal's/Director's

Approval Date

Superintendent's

Approval Date

Date of Board Approval: _____

Verified By _____



Boise City Public Schools

Fundraising Request Form



NOTES

- No fundraising activities may take place without Board approval.
- Fundraising activities are limited to those specifically approved by the Board.
- Expenditures from activity accounts are limited to those specifically approved by the Board.
- Must comply with Child Nutrition guidelines.

Employee(s) Making Request: ^{Baker} High School Office

Organization: _____ Account Number: _____

Fundraising Activity	Date(s)	Purpose of Funds (Include all items; do not use "miscellaneous".)
Donations	2026-2027	Items for students
Sean Day	2026-2027	" " "
Parking Passes	2026-2027	" " "

(Attach additional copies if needed)

Principal's/Director's

6/1/24

Approval Date

Superintendent's

Approval Date

Date of Board Approval: _____

Verified By _____

SAMPLE PLAN DOCUMENT
SECTION 125
FLEXIBLE BENEFIT PLAN

The attached plan document and adoption agreement are being provided for illustrative purposes only. Because of differences in facts, circumstances, and the laws of the various states, interested parties should consult their own attorneys. This document is intended as a guide only, for use by local counsel.

**SECTION 125 FLEXIBLE BENEFIT PLAN
ADOPTION AGREEMENT**

The undersigned Employer hereby adopts the Section 125 Flexible Benefit Plan for those Employees who shall qualify as Participants hereunder. The Employer hereby selects the following Plan specifications:

A. EMPLOYER INFORMATION

Name of Employer:	Boise City Public Schools
Address:	700 SE 1st St BOISE CITY, OK 73933
Employer Identification Number:	73-6064972
Nature of Business:	Public School
Name of Plan:	Boise City Public Schools Flexible Benefit Plan
Plan Number:	502
Plan Description:	All Employees

B. EFFECTIVE DATE

Original effective date of the Plan:	July 1, 1999
If Amendment to existing plan, effective date of amendment:	July 1, 2026

C. ELIGIBILITY REQUIREMENTS FOR PARTICIPATION

Eligibility requirements for each component plan under this Section 125 document will be applicable and, if different, will be listed in Item F.

Length of Service:	Date of hire
---------------------------	--------------

Retiree Wording:	Eligible employees include active employees and retired persons who receive an early stipend or other W-2 taxable compensation from the district
-------------------------	--

Minimum Hours:	All employees with 15 hours of service or more each week. An hour of service is each hour for which an employee receives, or is entitled to receive, payment for performance of duties for the Employer.
-----------------------	--

Age:	Minimum age of 0 years.
-------------	-------------------------

D. PLAN YEAR

The current plan year will begin on July 1, 2026 and end on June 30, 2027.
Each subsequent plan year will begin on July 1 and end on June 30.

E. EMPLOYER CONTRIBUTIONS

Non-Elective Contributions:

The Employer may at its sole discretion provide a non-elective contribution to provide benefits for each Participant under the Plan. This amount will be set by the Employer each Plan Year in a uniform and non-discriminatory manner. If this non-elective contribution amount exceeds the cost of benefits elected by the Participant, excess amounts will not be paid to the Participant as taxable cash.

**Elective Contributions
(Salary Reduction):**

The maximum amount available to each Participant for the purchase of elected benefits through salary reduction will be:

100% of compensation per entire plan year.

Each Participant may authorize the Employer to reduce his or her compensation by the amount needed for the purchase of benefits elected, less the amount of non-elective contributions. An election for salary reduction will be made on the benefit election form.

F. **AVAILABLE BENEFITS:** Each of the following components should be considered a plan that comprises this Plan.

1. **Group Medical Insurance** -- The terms, conditions, and limitations for the Group Medical Insurance will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

Oklahoma Public Employees Health and Welfare | American Fidelity Assurance Company : Accident Only, Hospital GAP and Group Hospital Indemnity

Eligibility Requirements for Participation, if different than Item C.

2. **Disability Income Insurance** -- The terms, conditions, and limitations for the Disability Income Insurance will be as set forth in the insurance policy or policies described below: (See Section VI of the Plan Document)

American Fidelity Assurance Company : 017 Kind Series

Eligibility Requirements for Participation, if different than Item C.

3. **Cancer Coverage** -- The terms, conditions, and limitations for the Cancer Coverage will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

American Fidelity Assurance Company : C-11 and subsequent plans

Eligibility Requirements for Participation, if different than Item C.

4. **Dental/Vision Insurance** -- The terms, conditions, and limitations for the Dental/Vision Insurance will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

Oklahoma Public Employees Health and Welfare : Dental | Oklahoma Public Employees Health and Welfare : Vision

Eligibility Requirements for Participation, if different than Item C.

5. **Group Life Insurance** which will be comprised of Group term life insurance and Individual term life insurance under Section 79 of the Code.

The terms, conditions, and limitations for the Group Life Insurance will be as set forth in the insurance policy or policies described below: (See Section VII of the Plan Document)

Oklahoma Public Employees Health and Welfare

Individual life coverage under Section 79 is available as a benefit, and the face amount when combined with the group-term life, if any, may not exceed \$50,000. Eligibility Requirements for Participation, if different than Item C.

6. **Dependent Care Assistance Plan** -- The terms, conditions, and limitations for the Dependent Care Assistance Plan will be as set

forth in Section IX of the Plan Document and described below:

Minimum Contribution - **\$300.00** per Plan Year

Maximum Contribution - **\$7500.00** per Plan Year

Recordkeeper: American Fidelity Assurance Company

Eligibility Requirements for Participation, if different than Item C.

N/A

7. **Medical Expense Reimbursement Plan** (a.k.a. Healthcare Flexible Spending Account) -- The terms, conditions, and limitations for the Medical Expense Reimbursement Plan will be as set forth in Section VIII of the Plan Document and described below:

Minimum Coverage - **\$300.00** per Plan Year

Maximum Coverage - **\$3400.00** per Plan Year or a Prorated Amount for a Short Plan Year. In no event can the maximum exceed the limit as indicated by the IRS in accordance with the law.

Recordkeeper: American Fidelity Assurance Company

Restrictions: As outlined in Policy G-905/R1.

Grace Period: The Provisions in Section 8.06 of the Plan to permit a Grace Period with respect to the Medical Expense Reimbursement Plan **are not** elected.

Carryover: The Provisions in Section 8.07 of the Plan to permit a Carryover with respect to the Medical Expense Reimbursement Plan **are** elected.

Carryover Maximum: **\$680.00** per Plan Year.

HEART Act: The provisions in Section 8.08 of the Plan to permit the Qualified Reservist Distribution of the Heroes Earnings Assistance and Relief Tax Act (HEART) **are not** elected.

Eligibility Requirements for Participation, if different than Item C.

8. **Health Savings Accounts** – The Plan permits contributions to be made to a Health Savings Account on a pretax basis in accordance with Section X of the Plan and the following provisions:

HSA Trustee – **First Fidelity Bank N A**

Maximum Contribution – **indexed annually by the IRS.**

Limitation on Eligible Medical Expenses – For purposes of the Medical Reimbursement Plan, Eligible Medical Expenses of a Participant that is eligible for and elects to participate in a Health Savings Account shall be limited to expenses for:

Dental and Vision

Eligibility Requirements for Participation, if different than Item C.

- a. An Employee must complete a Certification of Health Savings Account Eligibility which confirms that the Participant is an eligible individual who is entitled to establish a Health Savings Account in accordance with Code Section 223(c)(1).
- b. Eligibility for the Health Savings Account shall begin on the later of (i) first day of the month coinciding with or next following the Employee's commencement of coverage under the High Deductible Health Plan, or (ii) the first day following the end of a Grace Period available to the Employee with respect to the Medical Reimbursement Accounts that are not limited to vision and dental expenses (unless the participant has a \$0.00 balance on the last day of the plan year).
- c. An Employee's eligibility for the Health Savings Account shall be determined monthly.

The Plan shall be construed, enforced, administered, and the validity determined in accordance with the applicable provisions of the Employee Retirement Income Security Act of 1974, (as amended) if applicable, the Internal Revenue Code of 1986 (as amended), and the laws of the State of Oklahoma. Should any provision be determined to be void, invalid, or unenforceable by any court of competent jurisdiction, the Plan will continue to operate, and for purposes of the jurisdiction of the court only, will be deemed not to include the provision determined to be void.

This Plan is hereby adopted _____.

**Boise City Public Schools -
(Name of Employer)**

Signed By: _____

Title: _____

APPENDIX A

Related Employers that have adopted this Plan

Name(s):

N/A

THIS DOCUMENT IS NOT COMPLETE WITHOUT SECTIONS I THROUGH XIII

PD – 1122 SW Document ID # 178760MCP #50757 Effective Date:07/01/2026 5/6/26 10:47 AM

SECTION 125 FLEXIBLE BENEFIT PLAN

SECTION I

PURPOSE

The Employer is establishing this Flexible Benefit Plan in order to make a broader range of benefits available to its Employees and their Beneficiaries. This Plan allows Employees to choose among different types of benefits and select the combination best suited to their individual goals, desires, and needs. These choices include an option to receive certain benefits in lieu of taxable compensation.

In establishing this Plan, the Employer desires to attract, reward, and retain highly qualified, competent Employees, and believes this Plan will help achieve that goal.

It is the intent of the Employer to establish this Plan in conformity with Section 125 of the Internal Revenue Code of 1986, as amended, and in compliance with applicable rules and regulations issued by the Internal Revenue Service. This Plan will grant to eligible Employees an opportunity to purchase qualified benefits which, when purchased alone by the Employer, would not be taxable.

SECTION II

DEFINITIONS

The following words and phrases appear in this Plan and will have the meaning indicated below unless a different meaning is plainly required by the context:

2.01 **Administrator** The Employer unless another has been designated in writing by the Employer as Administrator within the meaning of Section 3(16) of ERISA (if applicable).

2.02 **Beneficiary** Any person or persons designated by a participating Employee to receive any benefit payable under the Plan on account of the Employee's death.

2.02a **Carryover** The amount equal to the lesser of (a) any unused amounts from the immediately preceding Plan Year or (b) an amount up to \$680, as indexed for inflation, paralleling the indexing applicable to the limit on salary reduction contributions under Code Section 125(i) of the Code, except that in no event may the Carryover be less than five dollars (\$5).

2.03 **Code** Internal Revenue Code of 1986, as amended.

2.04 **Dependent** Any of the following:

(a) Tax Dependent: A Dependent includes a Participant's spouse and any other person who is a Participant's dependent within the meaning of Code Section 152, provided that, with respect to any plan that provides benefits that are excluded from an Employee's income under Code Section 105, a Participant's dependent (i) is any person within the meaning of Code Section 152, determined without regard to Subsections (b)(1), (b)(2),

and (d)(1)(B) thereof, and (ii) includes any child of the Participant to whom Code Section 152(e) applies (such child will be treated as a dependent of both divorced parents).

(b) Student on a Medically Necessary Leave of Absence: With respect to any plan that is considered a group health plan under Michelle's Law (and not a HIPAA excepted benefit under Code Sections 9831(b), (c) and 9832(c)) and to the extent the Employer is required by Michelle's Law to provide continuation coverage, a Dependent includes a child who qualifies as a Tax Dependent (defined in Section 2.04(a)) because of his or her full-time student status, is enrolled in a group health plan, and is on a medically necessary leave of absence from school. The child will continue to be a Dependent if the medically necessary leave of absence commences while the child is suffering from a serious illness or injury, is medically necessary, and causes the child to lose student status for purposes of the group health plan's benefits coverage. Written physician certification that the child is suffering from a serious illness or injury and that the leave of absence is medically necessary is required at the Administrator's request. The child will no longer be considered a Dependent as of the earliest date that the child is no longer on a medically necessary leave of absence, the date that is one year after the first day of the medically necessary leave of absence, or the date benefits would otherwise terminate under either the group health plan or this Plan. Terms related to Michelle's Law, and not otherwise defined, will have the meaning provided under the Michelle's Law provisions of Code Section 9813.

(c) Adult Children: With respect to any plan that provides benefits that are excluded from an Employee's income under Code Section 105, a Dependent includes a child of a Participant who as of the end of the calendar year has not attained age 27. A 'child' for purpose of this Section 2.04(c) means an individual who is a son, daughter, stepson, or stepdaughter of the Participant, a legally adopted individual of the Participant, an individual who is lawfully placed with the Participant for legal adoption by the Participant, or an eligible foster child who is placed with the Participant by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction. An adult child described in this Section 2.04(c) is only a Dependent with respect to benefits provided after March 30, 2010 (subject to any other limitations of the Plan).

Dependent for purposes of the Dependent Care Reimbursement Plan is defined in Section 9.04(a).

- | | | |
|------|------------------------------|---|
| 2.05 | Effective Date | The effective date of this Plan as shown in Item B of the Adoption Agreement. |
| 2.06 | Elective Contribution | The amount the Participant authorizes the Employer to reduce compensation for the purchase of benefits elected. |

- 2.07 **Eligible Employee** Employee meeting the eligibility requirements for participation as shown in Item C of the Adoption Agreement.
- 2.08 **Employee** Any person employed by the Employer on or after the Effective Date.
- 2.09 **Employer** The entity shown in Item A of the Adoption Agreement, and any Related Employers authorized to participate in the Plan with the approval of the Employer. Related Employers who participate in this Plan are listed in Appendix A to the Adoption Agreement. For the purposes of Section 11.01 and 11.02, only the Employer as shown in Item A of the Adoption Agreement may amend or terminate the Plan.
- 2.10 **Employer Contributions** Amounts that have not been actually received by the Participant and are available to the Participant for the purpose of selecting benefits under the Plan. This term includes Non-Elective Contributions and Elective Contributions through salary reduction.
- 2.11 **Entry Date** The date that an Employee is eligible to participate in the Plan.
- 2.12 **ERISA** The Employee Retirement Income Security Act of 1974, Public Law 93-406 and all regulations and rulings issued thereunder, as amended (if applicable).
- 2.13 **Fiduciary** The named fiduciary shall mean the Employer, the Administrator and other parties designated as such, but only with respect to any specific duties of each for the Plan as may be set forth in a written agreement.
- 2.14 **Health Savings Account** A "health savings account" as defined in Section 223(d) of the Internal Revenue Code of 1986, as amended established by the Participant with the HSA Trustee.
- 2.15 **HSA Trustee** The Trustee of the Health Savings Account which is designated in Section F.8 of the Adoption Agreement.
- 2.16 **Highly Compensated** Any Employee who at any time during the Plan Year is a "highly compensated employee" as defined in Section 414(q) of the Code.
- 2.17 **High Deductible Health Plan** A health plan that meets the statutory requirements for annual deductibles and out-of-pocket expenses set forth in Code section 223(c)(2).
- 2.18 **HIPAA** The Health Insurance Portability and Accountability Act of 1996, as amended.

- 2.19 **Insurer** Any insurance company that has issued a policy pursuant to the terms of this Plan.
- 2.20 **Key Employee** Any Participant who is a "key employee" as defined in Section 416(i) of the Code.
- 2.21 **Non-Elective Contribution** A contribution amount made available by the Employer for the purchase of benefits elected by the Participant.
- 2.22 **Participant** An Employee who has qualified for Plan participation as provided in Item C of the Adoption Agreement.
- 2.23 **Plan** The Plan referred to in Item A of the Adoption Agreement as may be amended from time to time.
- 2.24 **Plan Year** The Plan Year as specified in Item D of the Adoption Agreement.
- 2.25 **Policy** An insurance policy issued as a part of this Plan.
- 2.26 **Preventative Care** Medical expenses which meet the safe harbor definition of "preventative care" set forth in IRS Notice 2004-23, which includes, but is not limited to, the following: (i) periodic health evaluations, such as annual physicals (and the tests and diagnostic procedures ordered in conjunction with such evaluations); (ii) well-baby and/or well-child care; (iii) immunizations for adults and children; (iv) tobacco cessation and obesity weight-loss programs; and (v) screening devices. However, preventative care does not generally include any service or benefit intended to treat an existing illness, injury or condition.
- 2.27 **Recordkeeper** The person designated by the Employer to perform recordkeeping and other ministerial duties with respect to the Medical Expense Reimbursement Plan and/or the Dependent Care Reimbursement Plan.
- 2.28 **Related Employer** Any employer that is a member of a related group of organizations with the Employer shown in Item A of the Adoption Agreement, and as specified under Code Section 414(b), (c) or (m).

SECTION III

ELIGIBILITY, ENROLLMENT, AND PARTICIPATION

- 3.01 ELIGIBILITY: Each Employee of the Employer who has met the eligibility requirements of Item C of the Adoption Agreement will be eligible to participate in the Plan on the Entry Date specified or the Effective Date of the Plan, whichever is later. Dependent eligibility to receive benefits under any of the plans listed in Item F of the Adoption Agreement will be described in the documents governing

those benefit plans. To the extent a Dependent is eligible to receive benefits under a plan listed in Item F, an Eligible Employee may elect coverage under this Plan with respect to such Dependent. Notwithstanding the foregoing, life insurance coverage on the life of a Dependent may not be elected under this Plan.

- 3.02 ENROLLMENT: An eligible Employee may enroll (or re-enroll) in the Plan by submitting to the Employer, during an enrollment period, an Election Form which specifies his or her benefit elections for the Plan Year and which meets such standards for completeness and accuracy as the Employer may establish. A Participant's Election Form shall be completed prior to the beginning of the Plan Year, and shall not be effective prior to the date such form is submitted to the Employer. Any Election Form submitted by a Participant in accordance with this Section shall remain in effect until the earlier of the following dates: the date the Participant terminates participation in the Plan; or, the effective date of a subsequently filed Election Form.

A Participant's right to elect certain benefit coverage shall be limited hereunder to the extent such rights are limited in the Policy. Furthermore, a Participant will not be entitled to revoke an election after a period of coverage has commenced and to make a new election with respect to the remainder of the period of coverage unless both the revocation and the new election are on account of and consistent with a change in status, or other allowable events, as determined by Section 125 of the Internal Revenue Code and the regulations thereunder.

- 3.03 TERMINATION OF PARTICIPATION: A Participant shall continue to participate in the Plan until the earlier of the following dates:

- a. The date the Participant terminates employment by death, disability, retirement or other separation from service; or
- b. The date the Participant ceases to work for the Employer as an eligible Employee; or
- c. The date of termination of the Plan; or
- d. The first date a Participant fails to pay required contributions while on a leave of absence.

- 3.04 SEPARATION FROM SERVICE: The existing elections of an Employee who separates from the employment service of the Employer shall be deemed to be automatically terminated and the Employee will not receive benefits for the remaining portion of the Plan Year.

- 3.05 QUALIFYING LEAVE UNDER FAMILY LEAVE ACT: Notwithstanding any provision to the contrary in this Plan, if a Participant goes on a qualifying unpaid leave under the Family and Medical Leave Act of 1993 (FMLA), to the extent required by the FMLA, the Employer will continue to maintain the Participant's existing coverage under the Plan with respect to benefits under Section V and Section VIII of the Plan on the same terms and conditions as though he were still an active Employee. If the Employee opts to continue his coverage, the Employee may pay his Elective Contribution with after-tax dollars while on leave (or pre-tax dollars to the extent he receives compensation during the leave), or the Employee may be given the option to pre-pay all or a portion of his Elective Contribution for the expected duration of the leave on a pre-tax salary reduction basis out of his pre-leave compensation (including unused sick days or vacation) by making a special election to that effect prior to the date such compensation would normally be made available to him (provided, however, that pre-tax dollars may not be utilized to fund coverage during the next plan year), or via other arrangements agreed upon between the Employee and the Administrator (e.g., the Administrator may fund coverage during the leave and withhold amounts upon the Employee's return). Upon return from such leave, the Employee will be permitted to reenter the Plan on the same basis the Employee was participating in the Plan prior to his leave, or as otherwise required by the FMLA.

SECTION IV

CONTRIBUTIONS

4.01 EMPLOYER CONTRIBUTIONS: The Employer may pay the costs of the benefits elected under the Plan with funds from the sources indicated in Item E of the Adoption Agreement. The Employer Contribution may be made up of Non-Elective Contributions and/or Elective Contributions authorized by each Participant on a salary reduction basis.

4.02 IRREVOCABILITY OF ELECTIONS: A Participant may file a written election form with the Administrator before the end of the current Plan Year revising the rate of his contributions or discontinuing such contributions effective as of the first day of the next following Plan Year. The Participant's Elective Contributions will automatically terminate as of the date his employment terminates. Except as provided in this Section 4.02 and Section 4.03, a Participant's election under the Plan is irrevocable for the duration of the plan year to which it relates. The exceptions to the irrevocability requirement which would permit a mid-year election change in benefits and the salary reduction amount elected are set out in the Treasury regulations promulgated under Code Section 125, which include the following:

(a) Change in Status. A Participant may change or revoke his election under the Plan upon the occurrence of a valid change in status, but only if such change or termination is made on account of, and is consistent with, the change in status in accordance with the Treasury regulations promulgated under Section 125. The Employer, in its sole discretion as Administrator, shall determine whether a requested change is on account of and consistent with a change in status, as follows:

- (1) Change in Employee's legal marital status, including marriage, divorce, death of spouse, legal separation, and annulment;
- (2) Change in number of Dependents, including birth, adoption, placement for adoption, and death;
- (3) Change in employment status, including any employment status change affecting benefit eligibility of the Employee, spouse or Dependent, such as termination or commencement of employment, change in hours, strike or lockout, a commencement or return from an unpaid leave of absence, and a change in work site. If the eligibility for either the cafeteria Plan or any underlying benefit plans of the Employer of the Employee, spouse or Dependent relies on the employment status of that individual, and there is a change in that individual's employment status resulting in gaining or losing eligibility under the Plan, this constitutes a valid change in status. This category only applies if benefit eligibility is lost or gained as a result of the event. If an Employee terminates and is rehired within 30 days, the Employee is required to step back into his previous election. If the Employee terminates and is rehired after 30 days, the Employee may either step back into the previous election or make a new election;
- (4) Dependent satisfies, or ceases to satisfy, Dependent eligibility requirements due to attainment of age, gain or loss of student status, marriage or any similar circumstances; and
- (5) Residence change of Employee, spouse or Dependent, affecting the Employee's eligibility for coverage.

(b) Special Enrollment Rights. If a Participant or his or her spouse or Dependent is entitled to special enrollment rights under a group health plan (other than an excepted benefit), as required by HIPAA under Code Section 9801(f), then a Participant may revoke a prior election for group health plan coverage and make a new election, provided that the election change corresponds with such HIPAA special enrollment right. As required by HIPAA, a special enrollment right will arise in the following circumstances: (i) a Participant or his or her spouse or Dependent declined to enroll in

group health plan coverage because he or she had coverage, and eligibility for such coverage is subsequently lost because the coverage was provided under COBRA and the COBRA coverage was exhausted, or the coverage was non-COBRA coverage and the coverage terminated due to loss of eligibility for coverage or the employer contributions for the coverage were terminated; (ii) a new Dependent is acquired as a result of marriage, birth, adoption, or placement for adoption; (iii) the Participant's or his or her spouse's or Dependent's coverage under a Medicaid plan or under a children's health insurance program (CHIP) is terminated as a result of loss of eligibility for such coverage and the Participant requests coverage under the group health plan not later than 60 days after the date of termination of such coverage; or (iv) the Participant, his or her spouse or Dependent becomes eligible for a state premium assistance subsidy from a Medicaid plan or through a state children's insurance program with respect to coverage under the group health plan and the Participant requests coverage under the group health plan not later than 60 days after the date the Participant, his or her spouse or Dependent is determined to be eligible for such assistance. An election change under (iii) or (iv) of this provision must be requested within 60 days after the termination of Medicaid or state health plan coverage or the determination of eligibility for a state premium assistance subsidy, as applicable. Special enrollment rights under the health insurance plan will be determined by the terms of the health insurance plan.

- (c) Certain Judgments, Decrees or Orders. If a judgment, decree or order resulting from a divorce, legal separation, annulment or change in legal custody (including a qualified medical child support order [QMCSO]) requires accident or health coverage for a Participant's child or for a foster child who is a dependent of the Participant, the Participant may have a mid-year election change to add or drop coverage consistent with the Order.
- (d) Entitlement to Medicare or Medicaid. If a Participant, Participant's spouse or Participant's Dependent who is enrolled in an accident or health plan of the Employer becomes entitled to Medicare or Medicaid (other than coverage consisting solely of benefits under Section 1928 of the Social Security Act providing for pediatric vaccines), the Participant may cancel or reduce health coverage under the Employer's Plan. Loss of Medicare or Medicaid entitlement would allow the Participant to add health coverage under the Employer's Plan.
- (e) Family Medical Leave Act. If an Employee is taking leave under the rules of the Family Medical Leave Act, the Employee may revoke previous elections and re-elect benefits upon return to work.
- (f) COBRA Qualifying Event. If an Employee has a COBRA qualifying event (a reduction in hours of the Employee, or a Dependent ceases eligibility), the Employee may increase his pre-tax contributions for coverage under the Employer's Plan if a COBRA event occurs with respect to the Employee, the Employee's spouse or Dependent. The COBRA rule does not apply to COBRA coverage under another Employer's Plan.
- (g) Changes in Eligibility for Adult Children. To the extent the Employer amends a plan listed in Item F of the Adoption Agreement that provides benefits that are excluded from an Employee's income under Code Section 105 to provide that Adult Children (as defined in Section 2.04(c)) are eligible to receive benefits under the plan, an Eligible Employee may make or change an election under this Plan to add coverage for the Adult Child and to make any corresponding change to the Eligible Employee's coverage that is consistent with adding coverage for the Adult Child.
- (h) Cancellation due to reduction in hours of service. A Participant may cancel group health plan (as that term is defined in Code Section 9832(a)) coverage, except Health FSA coverage, under the Employer's Plan if both of the following conditions are met:

- (i) The Participant has been in an employment status under which the Participant was reasonably expected to average at least 30 hours of service per week and there is a change in that Participant's status so that the Participant will reasonably be expected to average less than 30 hours of service per week after the change, even if that reduction does not result in the Participant ceasing to be eligible under the group health plan; and
 - (ii) The cancellation of the election of coverage under the Employer's group health plan coverage corresponds to the intended enrollment of the Participant, and any related individuals who cease coverage due to the cancellation, in another plan that provides minimum essential coverage with the new coverage effective no later than the first day of the second month following the month that includes the date the original coverage is cancelled.
- (i) Cancellation due to enrollment in a Qualified Health Plan. A participant may cancel group health plan (as that term is defined in Code Section 9832(a)) coverage, except Health FSA coverage, under the Employer's Plan if both of the following conditions are met:
- (i) The Participant is eligible for a Special Enrollment Period (as defined in Code Section 9801(f)) to enroll in a Qualified Health Plan (as described in section 1311 of the Patient Protection and Affordable Care Act (PPACA)) through a competitive marketplace established under section 1311(c) of PPACA (Marketplace), pursuant to guidance issued by the Department of Health and Human Services and any other applicable guidance, or the Participant seeks to enroll in a Qualified Health Plan through a Marketplace during the Marketplace's annual open enrollment period; and
 - (ii) The cancellation of the election of coverage under the Employer's group health plan coverage corresponds to the intended enrollment of the Participant and any related individuals who cease coverage due to the cancellation in a Qualified Health Plan through a Marketplace for new coverage that is effective beginning no later than the day immediately following the last day of the original coverage that is cancelled.
- (j) Cancellation due to related individuals' enrollment in a Qualified Health Plan. For elections effective on or after January 1, 2023, a participant may cancel an election of family coverage under a group health plan (as that term is defined in Code Section 9832(a)), except Health FSA coverage, under the Employer's Plan if both of the following conditions are met:
- (i) One or more related individuals are eligible for a Special Enrollment Period (as defined in Code Section 9801(f)) to enroll in a Qualified Health Plan (as described in section 1311 of the Patient Protection and Affordable Care Act (PPACA)) through a competitive marketplace established under section 1311(c) of PPACA (Marketplace), pursuant to guidance issued by the Department of Health and Human Services and any other applicable guidance, or one or more already-covered related individuals seeks to enroll in a Qualified Health Plan through a Marketplace during the Marketplace's annual open enrollment period; and
 - (ii) The cancellation of the election of coverage under the Employer's group health plan coverage corresponds to the intended enrollment of the related individual or related

individuals who cease coverage due to the cancellation in a Qualified Health Plan through a Marketplace for new coverage that is effective beginning no later than the day immediately following the last day of the original coverage that is cancelled. If the employee does not enroll in a Qualified Health Plan through an Exchange as set forth in Notice 2014-55, the employee must elect self-only coverage (or family coverage including one or more already-covered related individuals) under the group health plan.

Notwithstanding anything to the contrary in this Section 4.02, the change in election rules in this Section 4.02 do not apply to the Medical Expense Reimbursement Plan, or may not be modified with respect to the Medical Expense Reimbursement Plan if the Plan is being administered by a Recordkeeper other than the Employer, unless the Employer and the Recordkeeper otherwise agree in writing.

4.03 OTHER EXCEPTIONS TO IRREVOCABILITY OF ELECTIONS. Other exceptions to the irrevocability of election requirement permit mid-year election changes and apply to all qualified benefits except for Medical Expense Reimbursement Plans, as follows:

- (a) Change in Cost. If the cost of a benefit package option under the Plan significantly increases during the plan year, Participants may (i) make a corresponding increase in their salary reduction amount, (ii) revoke their elections and make a prospective election under another benefit option offering similar coverage, or (iii) revoke election completely if no similar coverage is available, including in spouse or dependent's plan. If the cost significantly decreases, employees may elect coverage even if they had not previously participated and may drop their previous election for a similar coverage option in order to elect the benefit package option that has decreased in cost during the year. If the increased or decreased cost of a benefit package option under the Plan is insignificant, the participant's salary reduction amount shall be automatically adjusted.
- (b) Significant curtailment of coverage.
 - (i) With no loss of coverage. If the coverage under a benefit package option is significantly curtailed or ceases during the Plan Year, affected Participants may revoke their elections for the curtailed coverage and make a new prospective election for coverage under another benefit package option providing similar coverage.
 - (ii) With loss of coverage. If there is a significant curtailment of coverage with loss of coverage, affected Participants may revoke election for curtailed coverage and make a new prospective election for coverage under another benefit package option providing similar coverage, or drop coverage if no similar benefit package option is available.
- (c) Addition or Significant Improvement of Benefit Package Option. If during the Plan Year a new benefit package option is added or significantly improved, eligible employees, whether currently participating or not, may revoke their existing election and elect the newly added or newly improved option.
- (d) Change in Coverage of a Spouse or Dependent Under Another Employer's Plan. If there is a change in coverage of a spouse, former spouse, or Dependent under another employer's plan, a Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of the spouse or Dependent. This rule applies if (1) mandatory changes in coverage are initiated by either the insurer of spouse's plan or by the spouse's employer,

or (2) optional changes are initiated by the spouse's employer or by the spouse through open enrollment.

- (e) Loss of coverage under other group health coverage. If during the Plan Year coverage is lost under any group health coverage sponsored by a governmental or educational institution, a Participant may prospectively change his or her election to add group health coverage for the affected Participant or his or her spouse or dependent.

- 4.04 CASH BENEFIT: Available amounts not used for the purchase of benefits under this Plan may be considered a cash benefit under the Plan payable to the Participant as taxable income to the extent indicated in Item E of the Adoption Agreement.
- 4.05 PAYMENT FROM EMPLOYER'S GENERAL ASSETS: Payment of benefits under this Plan shall be made by the Employer from Elective Contributions which shall be held as a part of its general assets.
- 4.06 EMPLOYER MAY HOLD ELECTIVE CONTRIBUTIONS: Pending payment of benefits in accordance with the terms of this Plan, Elective Contributions may be retained by the Employer in a separate account or, if elected by the Employer and as permitted or required by regulations of the Internal Revenue Service, Department of Labor or other governmental agency, such amounts of Elective Contributions may be held in a trust pending payment.
- 4.07 MAXIMUM EMPLOYER CONTRIBUTIONS: With respect to each Participant, the maximum amount made available to pay benefits for any Plan Year shall not exceed the Employer's Contribution specified in the Adoption Agreement and as provided in this Plan.

SECTION V

GROUP MEDICAL INSURANCE BENEFIT PLAN

- 5.01 PURPOSE: These benefits provide the group medical insurance benefits to Participants.
- 5.02 ELIGIBILITY: Eligibility will be as required in Items F(1), F(3), and F(4) of the Adoption Agreement.
- 5.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Items F(1), F(3), and F(4) of the Adoption Agreement.
- 5.04 TERMS, CONDITIONS AND LIMITATIONS: The terms, conditions and limitations of the benefits offered shall be as specifically described in the Policy identified in the Adoption Agreement.
- 5.05 COBRA: To the extent required by Section 4980B of the Code and Sections 601 through 607 of ERISA, Participants and Dependents shall be entitled to continued participation in this Group Medical Insurance Benefit Plan by contributing monthly (from their personal assets previously subject to taxation) 102% of the amount of the premium for the desired benefit during the period that such individual is entitled to elect continuation coverage, provided, however, in the event the continuation period is extended to 29 months due to disability, the premium to be paid for continuation coverage for the 11 month extension period shall be 150% of the applicable premium.
- 5.06 SECTION 105 AND 106 PLAN: It is the intention of the Employer that these benefits shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan, as provided in Code Sections 105 and 106, and all provisions of this benefit plan shall be construed in a manner consistent with that intention. It is also the intention of the Employer to comply with the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 as outlined in the policies identified in the Adoption Agreement.
- 5.07 CONTRIBUTIONS: Contributions for these benefits will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement.
- 5.08 UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT: Notwithstanding anything to the contrary herein, the Group Medical Insurance Benefit Plan shall comply with the applicable provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (Public Law 103-353).

SECTION VI

DISABILITY INCOME BENEFIT PLAN

- 6.01 PURPOSE: This benefit provides disability insurance designated to provide income to Participants during periods of absence from employment because of disability.
- 6.02 ELIGIBILITY: Eligibility will be as required in Item F(2) of the Adoption Agreement.
- 6.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Item F(2) of the Adoption Agreement.

- 6.04 TERMS, CONDITIONS AND LIMITATIONS: The terms, conditions and limitations of the Disability Income Benefits offered shall be as specifically described in the Policy identified in the Adoption Agreement.
- 6.05 SECTION 104 AND 106 PLAN: It is the intention of the Employer that the premiums paid for these benefits shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan, as provided in Code Sections 104 and 106, and all provisions of this benefit plan shall be construed in a manner consistent with that intention.
- 6.06 CONTRIBUTIONS: Contributions for this benefit will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement.

SECTION VII

GROUP AND INDIVIDUAL LIFE INSURANCE PLAN

- 7.01 PURPOSE: This benefit provides group life insurance benefits to Participants and may provide certain individual policies as provided for in Item F(5) of the Adoption Agreement.
- 7.02 ELIGIBILITY: Eligibility will be as required in Item F(5) of the Adoption Agreement.
- 7.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Item F(5) of the Adoption Agreement.
- 7.04 TERMS, CONDITIONS, AND LIMITATIONS: The terms, conditions, and limitations of the group life insurance are specifically described in the Policy identified in the Adoption Agreement.
- 7.05 SECTION 79 PLAN: It is the intention of the Employer that the premiums paid for the benefits described in Item F(5) of the Adoption Agreement shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan to the extent provided in Code Section 79, and all provisions of this benefit plan shall be construed in a manner consistent with that intention.
- 7.06 CONTRIBUTIONS: Contributions for this benefit will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement. Any individual policies purchased by the Employer for the Participant will be owned by the Participant.

SECTION VIII

MEDICAL EXPENSE REIMBURSEMENT PLAN

- 8.01 PURPOSE: The Medical Expense Reimbursement Plan is designed to provide for reimbursement of Eligible Medical Expenses (as defined in Section 8.04) that are not reimbursed under an insurance plan, through damages, or from any other source. It is the intention of the Employer that amounts allocated for this benefit shall be eligible for exclusion from gross income, as provided in Code Sections 105 and 106, for Participants who elect this benefit and all provisions of this Section VIII shall be construed in a manner consistent with that intention.
- 8.02 ELIGIBILITY: The eligibility provisions are set forth in Item F(7) of the Adoption Agreement.

8.03 TERMS, CONDITIONS, AND LIMITATIONS:

- a. Accounts. The Reimbursement Recordkeeper shall establish a recordkeeping account for each Participant. The Reimbursement Recordkeeper shall maintain a record of each account on an on-going basis, increasing the balances as contributions are credited during the year and decreasing the balances as Eligible Medical Expenses are reimbursed. No interest shall be payable on amounts recorded in any Participant's account.
- b. Maximum benefit. The maximum amount of reimbursement for each Participant shall be limited to the amount of the Participant's Elective Contribution allocated to the program during the Plan Year, not to exceed the maximum amount set forth in Item F(7) of the Adoption Agreement.
- c. Claim Procedure. In order to be reimbursed for any medical expenses incurred during the Plan Year, the Participant shall complete the form(s) provided for such purpose by the Reimbursement Recordkeeper. The Participant shall submit the completed form to the Reimbursement Recordkeeper with an original bill or other proof of the expense acceptable to the Reimbursement Recordkeeper. No reimbursement shall be made on the basis of an incomplete form or inadequate evidence of expense as determined by the Reimbursement Recordkeeper. Forms for reimbursement of Eligible Medical Expenses must be submitted no later than the last day of the third month following the last day of the Plan Year during which the Eligible Medical Expenses were incurred. Reimbursement payments shall only be made to the Participant, or the Participant's legal representative in the event of incapacity or death of the Participant. Forms for reimbursement shall be reviewed in accordance with the claims procedure set forth in Section XII.
- d. Funding. The funding of the Medical Reimbursement Plan shall be through contributions by the Employer from its general assets to the extent of Elective Contributions directed by Participants. Such contributions shall be made by the Employer when benefit payments and account administrative expenses become due and payable under this Medical Expense Reimbursement Plan.
- e. Forfeiture. Subject to Section 8.06 and 8.07, any amounts remaining to the credit of the Participant at the end of the Plan Year and not used for Eligible Medical Expenses incurred during the Participant's participation during the Plan Year shall be forfeited and shall remain assets of the Plan. With respect to a Participant who terminates employment with the Employer and who has not elected to continue coverage under this Plan pursuant to COBRA rights referenced under Section 8.03(f) herein, such Participant shall not be entitled to reimbursement for Eligible Medical Expenses incurred after his termination date regardless if such Participant has any amounts of Employer Contributions remaining to his credit. Upon the death of any Participant who has any amounts of Employer Contributions remaining to his credit, a dependent of the Participant may elect to continue to claim reimbursement for Eligible Medical Expenses in the same manner as the Participant could have for the balance of the Plan Year.
- f. COBRA. To the extent required by Section 4980B of the Code and Sections 601 through 607 of ERISA ("COBRA"), a Participant and a Participant's Dependents shall be entitled to elect continued participation in this Medical Expense Reimbursement Plan only through the end of the plan year in which the qualifying event occurs, by contributing monthly (from their personal assets previously subject to taxation) to the Employer/Administrator, 102% of the amount of desired reimbursement through the end of the Plan Year in which the qualifying event occurs. Specifically, such individuals will be eligible for COBRA continuation coverage only if they

have a positive Medical Expense Reimbursement Account balance on the date of the qualifying event. Participants who have a deficit balance in their Medical Expense Reimbursement Account on the date of their qualifying event shall not be entitled to elect COBRA coverage. In lieu of COBRA, Participants may continue their coverage through the end of the current Plan Year by paying those premiums out of their last paycheck on a pre-tax basis.

- g. Nondiscrimination. Benefits provided under this Medical Expense Reimbursement Plan shall not be provided in a manner that discriminates in favor of Employees or Dependents who are highly compensated individuals, as provided under Section 105(h) of the Code and regulations promulgated thereunder.
- h. Uniform Coverage Rule. Notwithstanding that a Participant has not had withheld and credited to his account all of his contributions elected with respect to a particular Plan Year, the entire aggregate annual amount elected with respect to this Medical Expense Reimbursement Plan (increased by any Carryover to the Plan Year), shall be available at all times during such Plan Year to reimburse the participant for Eligible Medical Expenses with respect to this Medical Expense Reimbursement Plan. To the extent contributions with respect to this Medical Expense Reimbursement Plan are insufficient to pay such Eligible Medical Expenses, it shall be the Employer's obligation to provide adequate funds to cover any short fall for such Eligible Medical Expenses for a Participant; provided subsequent contributions with respect to this Medical Expense Reimbursement Plan by the Participant shall be available to reimburse the Employer for funds advanced to cover a previous short fall.
- i. Uniformed Services Employment and Reemployment Rights Act. Notwithstanding anything to the contrary herein, this Medical Expense Reimbursement Plan shall comply with the applicable provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (Public Law 103-353).
- j. Proration of Limit. In the event that the Employer has purchased a uniform coverage risk policy from the Recordkeeper, then the Maximum Coverage amount specified in Section F.7 of the Adoption Agreement shall be pro rated with respect to (i) an Employee who becomes a Participant and enters the Plan during the Plan Year, and (ii) short plan years initiated by the Employer. Such Maximum Coverage amount will be pro rated by dividing the annual Maximum Coverage amount by 12, and multiplying the quotient by the number of remaining months in the Plan Year for the new Participant or the number of months in the short Plan Year, as applicable.
- k. Continuation Coverage for Certain Dependent Children. In the event that benefits under the Medical Expense Reimbursement Plan does not qualify for the exception from the portability rules of HIPAA, then, effective for Plan Years beginning on or after October 9, 2009, notwithstanding the foregoing provisions, coverage for a Dependent child who is enrolled in the Medical Expense Reimbursement Plan as a student at a post-secondary educational institution will not terminate due to a medically necessary leave of absence before a date that is the earlier of:
 - the date that is one year after the first day of the medically necessary leave of absence; or
 - the date on which such coverage would otherwise terminate under the terms of the Plan.

For purposes of this paragraph, “medically necessary leave of absence” means a leave of absence of the child from a post-secondary educational institution, or any other change in enrollment of the child at the institution, that: (i) commences while the child is suffering from a

serious illness or injury; (ii) is medically necessary; and (iii) causes the child to lose student status for purposes of coverage under the terms of the Plan. A written certification must be provided by a treating physician of the dependent child to the Plan in order for the continuation coverage requirement to apply. The physician's certification must state that the child is suffering from a serious illness or injury and that the leave of absence (or other change in enrollment) is medically necessary.

8.04 ELIGIBLE MEDICAL EXPENSES:

- a. Eligible Medical Expense in General. The phrase 'Eligible Medical Expense' means any expense incurred by a Participant or any of his Dependents (subject to the restrictions in Sections 8.04(b) and (c)) during a Plan Year that (i) qualifies as an expense incurred by the Participant or Dependents for medical care as defined in Code Section 213(d) and meets the requirements outlined in Code Section 125, (ii) is excluded from gross income of the Participant under Code Section 105(b), and (iii) has not been and will not be paid or reimbursed by any other insurance plan, through damages, or from any other source. Notwithstanding the above, capital expenditures are not Eligible Medical Expenses under this Plan.
- b. Expenses Incurred After Commencement of Participation. Only medical care expenses incurred by a Participant or the Participant's Dependent(s) on or after the date such Participant commenced participation in the Medical Expense Reimbursement Plan shall constitute an Eligible Medical Expense.
- c. Eligible Expenses Incurred by Dependents. For purposes of this Section, Eligible Medical Expenses incurred by Dependents defined in Section 2.04(c) are eligible for reimbursement if incurred after March 30, 2010; Eligible Medical Expenses incurred by Dependents defined in Sections 2.04(a) and (b) are eligible for reimbursement if incurred either before or after March 30, 2010 (subject to the restrictions of Section 8.04(b)).
- d. Health Savings Accounts. If the Employer has elected in Item F.8 of the Adoption Agreement to allow Eligible Employees to contribute to Health Savings Accounts under the Plan, then for a Participant who is eligible for and elects to contribute to a Health Savings Accounts, Eligible Medical Expenses shall be limited as set forth in Item F.8 of the Adoption Agreement.

8.05 USE OF DEBIT CARD: In the event that the Employer elects to allow the use of debit cards ("Debit Cards") for reimbursement of Eligible Medical Expenses under the Medical Expense Reimbursement Plan, the provisions described in this Section shall apply.

- a. Substantiation. The following procedures shall be applied for purposes of substantiating claimed Eligible Medical Expenses after the use of a Debit Card to pay the claimed Eligible Medical Expense:
 - (i) If the dollar amount of the transaction at a health care provider equals the dollar amount of the co-payment for that service under the Employer's major medical plan of the specific employee-cardholder, the charge is fully substantiated without the need for submission of a receipt or further review.
 - (ii) If the merchant, service provider, or other independent third-party (e.g., pharmacy benefit manager), at the time and point of sale, provides information to

verify to the Recordkeeper (including electronically by e-mail, the internet, intranet, or telephone) that the charge is for a medical expense, the charge is fully substantiated without the need for submission of a receipt or further review.

- b. Status of Charges. All charges to a Debit Card, other than co-payments and real-time substantiation as described in Subsection (a) above, are treated as conditional pending confirmation of the charge, and additional third-party information, such as merchant or service provider receipts, describing the service or product, the date of the service or sale, and the amount, must be submitted for review and substantiation.
- c. Correction Procedures for Improper Payments. In the event that a claim has been reimbursed and is subsequently identified as not qualifying for reimbursement, one or all of the following procedures shall apply:
 - (i) First, upon the Recordkeeper's identification of the improper payment, the Eligible Employee will be required to pay back to the Plan an amount equal to the improper payment.
 - (ii) Second, where the Eligible Employee does not pay back to the Plan the amount of the improper payment, the Employer will have the amount of the improper payment withheld from the Eligible Employee's wages or other compensation to the extent consistent with applicable law.
 - (iii) Third, if the improper payment still remains outstanding, the Plan may utilize a claim substitution or offset approach to resolve improper claims payments.
 - (iv) If the above correction efforts prove unsuccessful, or are otherwise unavailable, the Eligible Employee will remain indebted to the Employer for the amount of the improper payment. In that event and consistent with its business practices, the Employer may treat the payment as it would any other business indebtedness.
 - (v) In addition to the above, the Employer and the Plan may take other actions they may deem necessary, in their sole discretion, to ensure that further violations of the terms of the Debit Card do not occur, including, but not limited to, denial of access to the Debit Card until the indebtedness is repaid by the Eligible Employee.
- d. Intent to Comply with Rev. Rul. 2003-43. It is the Employer's intent that any use of Debit Cards to pay Eligible Medical Expenses shall comply with the guidelines for use of such cards set forth in Rev. Rul. 2003-43, and this Section 8.05 shall be construed and interpreted in a manner necessary to comply with such guidelines.

8.06 GRACE PERIOD: If the Employer elects in Section F.7 of the Adoption Agreement to permit a Grace Period with respect to the Medical Reimbursement Plan, the provisions of this Section 8.06 shall apply. Notwithstanding anything to the contrary herein and in accordance with Internal Revenue Service Notice 2005-42, a Participant who has unused contributions relating to the Medical Reimbursement Plan from the immediately preceding Plan Year, and who incurs Eligible Medical Expenses for such qualified benefit during the Grace Period, may be paid or reimbursed for those Eligible Medical Expenses from the unused contributions as if the expenses had been incurred in the immediately preceding Plan Year. For purposes of this Section, 'Grace Period' shall mean the period extending to the 15th day of the third calendar month after the end of the immediately preceding Plan Year to which it relates. Eligible

Medical Expenses incurred during the Grace Period shall be reimbursed first from unused contributions allocated to the Medical Reimbursement Plan for the prior Plan Year, and then from unused contributions for the current Plan Year, if participant is enrolled in current Plan Year.

- 8.07 CARRYOVER: If the Employer elects in Section F.7 of the Adoption Agreement to permit a Carryover with respect to the Medical Reimbursement Plan, the provisions of this Section 8.07 shall apply. Notwithstanding anything to the contrary herein and in accordance with Internal Revenue Service Notice 2013-71, the Carryover for a Participant who has an amount remaining unused as of the end of the run-off period for the Plan Year, may be used to pay or reimburse Eligible Medical Expenses during the following entire Plan Year. The Carryover does not count against or otherwise affect the Maximum benefit set forth in Section 8.03 (b). Eligible Medical Expenses incurred during a Plan Year shall be reimbursed first from unused contributions for the current Plan Year, and then from any Carryover carried over from the preceding Plan Year. Any unused amounts from the prior Plan Year that are used to reimburse a current Plan Year expense (a) reduce the amounts available to pay prior Plan Year expenses during the run-off period, (b) must be counted against any Carryover amount from the prior Plan Year, and (c) cannot exceed the maximum Carryover from the prior Plan Year. If the Employer elects to apply Section 8.06 in Section F.7 of the Adoption Agreement, this Section 8.07 shall not apply.
- 8.08 QUALIFIED RESERVIST DISTRIBUTIONS: Notwithstanding anything in the Plan to the contrary, an individual who, by reason of being a member of a reserve component (as defined in 37 U.S.C. § 101), is ordered or called to active duty for a period in excess of 179 days or for an indefinite period may elect to receive a distribution of all or a portion of the unused Elective Contributions in his or her Account relating to the Medical Expense Reimbursement Plan if the distribution is made during the period beginning on the date of such order or call and ending on the last date that reimbursements could otherwise be made under the Plan for the Plan Year that includes the date of such order or call. If the distribution is for the entire amount of unused Elective Contributions available in the Medical Expense Reimbursement Plan, then no additional reimbursement requests will be processed for the remainder of the Plan Year.

SECTION IX

DEPENDENT CARE REIMBURSEMENT PLAN

- 9.01 PURPOSE: The Dependent Care Reimbursement Plan is designed to provide for reimbursement of certain employment-related dependent care expenses of the Participant. It is the intention of the Employer that amounts allocated for this benefit shall be eligible for exclusion from gross income, as provided in Code Section 129, for Participants who elect this benefit, and all provisions of this Section IX shall be construed in a manner consistent with that intention.
- 9.02 ELIGIBILITY: The eligibility provisions are set forth in Item F(6) of the Adoption Agreement.
- 9.03 TERMS, CONDITIONS, AND LIMITATIONS:
- a. Accounts. The Reimbursement Recordkeeper shall establish a recordkeeping account for each Participant. The Reimbursement Recordkeeper shall maintain a record of each account on an on-going basis, increasing the balances as contributions are credited during the year and decreasing the balances as Eligible Dependent Care Expenses are reimbursed. No interest shall be payable on amounts recorded in any Participant's account.

- b. Maximum Benefit. The maximum amount of reimbursement for each Participant shall be limited to the amount of the Participant's allocation to the program during the Plan Year not to exceed the maximum amount set forth in Item F(6) of the adoption agreement.

For purpose of this Section IX, the phrase "earned income" shall mean wages, salaries, tips and other employee compensation, but only if such amounts are includible in gross income for the taxable year. A Participant's spouse who is physically or mentally incapable of self-care as described in Section 9.04(a)(ii) or a spouse who is a full-time student within the meaning of Code Section 21(e)(7) shall be deemed to have earned income for each month in which such spouse is so disabled (or a full-time student). The amount of such deemed earned income shall be \$250 per month in the case of one Dependent and \$500 per month in the case of two or more Dependents.

- c. Claim Procedure. In order to be reimbursed for any dependent care expenses incurred during the Plan Year, the Participant shall complete the form(s) provided for such purpose by the Reimbursement Recordkeeper. The Participant shall submit the completed form to the Reimbursement Recordkeeper with an original bill or other proof of the expense from an independent third party acceptable to the Reimbursement Recordkeeper. No reimbursement shall be made on the basis of an incomplete form or inadequate evidence of the expense as determined by the Reimbursement Recordkeeper. Claims for reimbursement of Eligible Dependent Care Expenses must be submitted no later than the last day of the third month following the last day of the Plan Year during which the Eligible Dependent Care Expenses were incurred. Reimbursement payments shall only be made to the Participant, or the Participant's legal representative in the event of the incapacity or death of the Participant. Forms for reimbursement shall be reviewed in accordance with the claims procedure set forth in Section XII.
- d. Funding. The funding of the Dependent Care Reimbursement Plan shall be through contributions by the Employer from its general assets to the extent of Elective Contributions directed by Participants. Such contributions shall be made by the Employer when benefit payments and account administration expenses become due and payable under this Dependent Care Expense Reimbursement Plan.
- e. Forfeiture. Any amounts remaining to the credit of the Participant at the end of the Plan Year and not used for Eligible Dependent Care Expenses incurred during the Plan Year shall be forfeited and remain assets of the Plan.
- f. Nondiscrimination. Benefits provided under this Dependent Care Reimbursement Plan shall not be provided in a manner that discriminates in favor of Highly Compensated Employees (as defined in Code Section 414(q)) or their dependents, as provided in Code Section 129. In addition, no more than 25 percent of the aggregate Eligible Dependent Care Expenses shall be reimbursed during a Plan Year to five percent owners, as provided in Code Section 129.

9.04 DEFINITIONS:

- a. "Dependent" (for purposes of this Section IX) means any individual who is:
 - (i) a Participant's qualifying child (as defined in Code Section 152 (c)) who has not attained the age of 13; or

- (ii) a dependent (qualifying child or qualifying relative, as defined in Code Section 152 (c) and (d), respectively) or the spouse of a Participant who is physically or mentally incapable of self-care, and who has the same principal place of abode as the taxpayer for more than half of the taxable year. For purposes of this Dependent Care Reimbursement Plan, an individual shall be considered physically or mentally incapable of self-care if, as a result of a physical or mental defect, the individual is incapable of caring for his or her hygienic or nutritional needs, or requires full-time attention of another person for his or her own safety or the safety of others.
- b. "Dependent Care Center" (for purposes of this Section IX) shall be a facility which:
 - (i) provides care for more than six individuals (other than individuals who reside at the facility);
 - (ii) receives a fee, payment, or grant for providing services for any of the individuals (regardless of whether such facility is operated for profit); and
 - (iii) satisfies all applicable laws and regulations of a state or unit of local government.
- c. "Eligible Dependent Care Expenses" (for purposes of this Section IX) shall mean expenses incurred by a Participant which are:
 - (i) incurred for the care of a Dependent of the Participant or for related household services;
 - (ii) paid or payable to a Dependent Care Service Provider; and
 - (iii) incurred to enable the Participant to be gainfully employed for any period for which there are one or more Dependents with respect to the Participant.

"Eligible Dependent Care Expenses" shall not include expenses incurred for services outside the Participant's household for the care of a Dependent unless such Dependent is (i) a qualifying child (as defined in Code Section 152 (c)) under the age of 13, or (ii) a dependent (qualifying child or qualifying relative, as defined in Code Section 152 (c) and (d), respectively)), who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than half of the taxable year, or (iii) the spouse of a Participant who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than half of the taxable year. Eligible Dependent Care Expenses shall be deemed to be incurred at the time the services to which the expenses relate are rendered.
- d. "Dependent Care Service Provider" (for purposes of this Section IX) means:
 - (i) a Dependent Care Center, or
 - (ii) a person who provides care or other services described in Section 9.04(b) and who is not a related individual described in Section 129(c) of the Code.

SECTION X

HEALTH SAVINGS ACCOUNTS

- 10.01 PURPOSE: If elected by the Employer in Section F.8 of the Adoption Agreement, the Plan will permit pre-tax contributions to the Health Savings Account, and the provisions of this Article X shall apply.
- 10.02 BENEFITS: A Participant can elect benefits under the Health Savings Accounts portion of this Plan by electing to pay his or her Health Savings Account contributions on a pre-tax salary reduction basis. In

addition, the Employer may make contributions to the Health Savings Account for the benefit of the Participant.

10.03 TERMS, CONDITIONS AND LIMITATION:

- a. Maximum Benefit. The maximum annual contributions that may be made to a Participant's Health Savings Account under this Plan is set forth in Section F.8 of the Adoption Agreement.
- b. Mid-Year Election Changes. Notwithstanding any to the contrary herein, a Participant election with respect to contributions for the Health Savings Account shall be revocable during the duration of the Plan Year to which the election relates. Consequently, a Participant may change his or her election with respect to contributions for the Health Savings Account at any time.

10.04 RESTRICTIONS ON MEDICAL REIMBURSEMENT PLAN: If the Employer has elected in Section F.8 of the Adoption Agreement both Health Savings Accounts under this Plan and the Medical Expense Reimbursement Plan, then the Eligible Medical Expenses that may be reimbursed under the Medical Reimbursement Plan for Participants who are eligible for and elect to participate in Health Savings Accounts shall be limited as set forth in Section F.8 of the Adoption Agreement.

10.05 NO ESTABLISHMENT OF ERISA PLAN: It is the intent of the Employer that the establishment of Health Savings Accounts are completely voluntary on the part of Participants, and that, in accordance with Department of Labor Field Assistance Bulletin 2004-1, the Health Savings Accounts are not "employee welfare benefit plans" for purposes of Title I of ERISA.

SECTION XI

AMENDMENT AND TERMINATION

- 11.01 AMENDMENT:** The Employer shall have the right at any time, and from time to time, to amend, in whole or in part, any or all of the provisions of this Plan, provided that no such amendment shall change the terms and conditions of payment of any benefits to which Participants and covered dependents otherwise have become entitled to under the provisions of the Plan, unless such amendment is made to comply with federal or local laws or regulations. The Employer also shall have the right to make any amendment retroactively which is necessary to bring the Plan into conformity with the Code. In addition, the Employer may amend any provisions or any supplements to the Plan and may merge or combine supplements or add additional supplements to the Plan, or separate existing supplements into an additional number of supplements.
- 11.02 TERMINATION:** The Employer shall have the right at any time to terminate this Plan, provided that such termination shall not eliminate any obligations of the Employer which therefore have arisen under the Plan.

SECTION XII

ADMINISTRATION

12.01 NAMED FIDUCIARIES: The Administrator shall be the fiduciary of the Plan.

- 12.02 APPOINTMENT OF RECORDKEEPER: The Employer may appoint a Reimbursement Recordkeeper which shall have the power and responsibility of performing recordkeeping and other ministerial duties arising under the Medical Expense Reimbursement Plan and the Dependent Care Reimbursement Plan provisions of this Plan. The Reimbursement Recordkeeper shall serve at the pleasure of, and may be removed by, the Employer without cause. The Recordkeeper shall receive reasonable compensation for its services as shall be agreed upon from time to time between the Administrator and the Recordkeeper.
- 12.03 POWERS AND RESPONSIBILITIES OF ADMINISTRATOR:
- a. General. The Administrator shall be vested with all powers and authority necessary in order to amend and administer the Plan, and is authorized to make such rules and regulations as it may deem necessary to carry out the provisions of the Plan. The Administrator shall determine any questions arising in the administration (including all questions of eligibility and determination of amount, time and manner of payments of benefits), construction, interpretation and application of the Plan, and the decision of the Administrator shall be final and binding on all persons.
 - b. Recordkeeping. The Administrator shall keep full and complete records of the administration of the Plan. The Administrator shall prepare such reports and such information concerning the Plan and the administration thereof by the Administrator as may be required under the Code or ERISA and the regulations promulgated thereunder.
 - c. Inspection of Records. The Administrator shall, during normal business hours, make available to each Participant for examination by the Participant at the principal office of the Administrator a copy of the Plan and such records of the Administrator as may pertain to such Participant. No Participant shall have the right to inquire as to or inspect the accounts or records with respect to other Participants.
- 12.04 COMPENSATION AND EXPENSES OF ADMINISTRATOR: The Administrator shall serve without compensation for services as such. All expenses of the Administrator shall be paid by the Employer. Such expenses shall include any expense incident to the functioning of the Plan, including, but not limited to, attorneys' fees, accounting and clerical charges, actuary fees and other costs of administering the Plan.
- 12.05 LIABILITY OF ADMINISTRATOR: Except as prohibited by law, the Administrator shall not be liable personally for any loss or damage or depreciation which may result in connection with the exercise of duties or of discretion hereunder or upon any other act or omission hereunder except when due to willful misconduct. In the event the Administrator is not covered by fiduciary liability insurance or similar insurance arrangements, the Employer shall indemnify and hold harmless the Administrator from any and all claims, losses, damages, expenses (including reasonable counsel fees approved by the Administrator) and liability (including any reasonable amounts paid in settlement with the Employer's approval) arising from any act or omission of the Administrator, except when the same is determined to be due to the willful misconduct of the Administrator by a court of competent jurisdiction.
- 12.06 DELEGATIONS OF RESPONSIBILITY: The Administrator shall have the authority to delegate, from time to time, all or any part of its responsibilities under the Plan to such person or persons as it may deem advisable and in the same manner to revoke any such delegation of responsibilities which shall have the same force and effect for all purposes hereunder as if such action had been taken by the Administrator. The Administrator shall not be liable for any acts or omissions of any such delegate. The delegate shall report periodically to the Administrator concerning the discharge of the delegated responsibilities.

- 12.07 RIGHT TO RECEIVE AND RELEASE NECESSARY INFORMATION: The Administrator may release or obtain any information necessary for the application, implementation and determination of this Plan or other Plans without consent or notice to any person. This information may be released to or obtained from any insurance company, organization, or person subject to applicable law. Any individual claiming benefits under this Plan shall furnish to the Administrator such information as may be necessary to implement this provision.
- 12.08 CLAIM FOR BENEFITS: To obtain payment of any benefits under the Plan a Participant must comply with the rules and procedures of the particular benefit program elected pursuant to this Plan under which the Participant claims a benefit.
- 12.09 GENERAL CLAIMS REVIEW PROCEDURE: This provision shall apply only to the extent that a claim for benefits is not governed by a similar provision of a benefit program available under this Plan or is not governed by Section 12.10.

- a. Initial Claim for Benefits. Each Participant may submit a claim for benefits to the Administrator as provided in Section 12.08. A Participant shall have no right to seek review of a denial of benefits, or to bring any action in any court to enforce a claim for benefits prior to his filing a claim for benefits and exhausting his rights to review under this section.

When a claim for benefits has been filed properly, such claim for benefits shall be evaluated and the claimant shall be notified of the approval or the denial within (90) days after the receipt of such claim unless special circumstances require an extension of time for processing the claim. If such an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the termination of the initial ninety (90) day period which shall specify the special circumstances requiring an extension and the date by which a final decision will be reached (which date shall not be later than one hundred and eighty (180) days after the date on which the claim was filed.) A claimant shall be given a written notice in which the claimant shall be advised as to whether the claim is granted or denied, in whole or in part. If a claim is denied, in whole or in part, the claimant shall be given written notice which shall contain (a) the specific reasons for the denial, (b) references to pertinent plan provisions upon which the denial is based, (c) a description of any additional material or information necessary to perfect the claim and an explanation of why such material or information is necessary, and (d) the claimant's rights to seek review of the denial.

- b. Review of Claim Denial. If a claim is denied, in whole or in part, the claimant shall have the right to request that the Administrator review the denial, provided that the claimant files a written request for review with the Administrator within sixty (60) days after the date on which the claimant received written notification of the denial. A claimant (or his duly authorized representative) may review pertinent documents and submit issues and comments in writing to the Administrator. Within sixty (60) days after a request is received, the review shall be made and the claimant shall be advised in writing of the decision on review, unless special circumstances require an extension of time for processing the review, in which case the claimant shall be given a written notification within such initial sixty (60) day period specifying the reasons for the extension and when such review shall be completed (provided that such review shall be completed within one hundred and twenty (120) days after the date on which the request for review was filed.) The decision on review shall be forwarded to the claimant in writing and shall include specific reasons for the decision and references to plan provisions upon which the decision is based. A decision on review shall be final and binding on all persons.

- c. Exhaustion of Remedies. If a claimant fails to file a request for review in accordance with the procedures herein outlined, such claimant shall have no rights to review and shall have no right to bring action in any court and the denial of the claim shall become final and binding on all persons for all purposes.

12.10 SPECIAL CLAIMS REVIEW PROCEDURE: The provisions of this Section 12.10 shall be applicable to claims under the Medical Expense Reimbursement Plan and the Group Medical Insurance Plan, effective on the first day of the first Plan Year beginning on or after July 1, 2002, but in no event later than January 1, 2003, provided such plans are subject to ERISA.

- a. Benefit Denials: The Administrator is responsible for evaluating all claims for reimbursement under the Medical Expense Reimbursement Plan and the Group Medical Insurance Plan.

The Administrator will decide a Participant's claim within a reasonable time not longer than 30 days after it is received. This time period may be extended for an additional 15 days for matters beyond the control of the Administrator, including in cases where a claim is incomplete. The Participant will receive written notice of any extension, including the reasons for the extension and information on the date by which a decision by the Administrator is expected to be made. The Participant will be given 45 days in which to complete an incomplete claim. The Administrator may secure independent medical or other advice and require such other evidence as it deems necessary to decide the claim.

If the Administrator denies the claim, in whole or in part, the Participant will be furnished with a written notice of adverse benefit determination setting forth:

1. the specific reason or reasons for the denial;
 2. reference to the specific Plan provision on which the denial is issued;
 3. a description of any additional material or information necessary for the Participant to complete his claim and an explanation of why such material or information is necessary, and
 4. appropriate information as to the steps to be taken if the Participant wishes to appeal the Administrator's determination, including the participant's right to submit written comments and have them considered, his right to review (on request and at no charge) relevant documents and other information, and his right to file suit under ERISA with respect to any adverse determination after appeal of his claim.
- b. Appealing Denied Claims: If the Participant's claim is denied in whole or in part, he may appeal to the Administrator for a review of the denied claim. The appeal must be made in writing within 180 days of the Administrator's initial notice of adverse benefit determination, or else the participant will lose the right to appeal the denial. If the Participant does not appeal on time, he will also lose his right to file suit in court, as he will have failed to exhaust his internal administrative appeal rights, which is generally a prerequisite to bringing suit.

A Participant's written appeal should state the reasons that he feels his claim should not have been denied. It should include any additional facts and/or documents that the Participant feels support his claim. The Participant may also ask additional questions and make written comments, and may review (on request and at no charge) documents and other information

relevant to his appeal. The Administrator will review all written comment the Participant submits with his appeal.

- c. Review of Appeal: The Administrator will review and decide the Participant's appeal within a reasonable time not longer than 60 days after it is submitted and will notify the Participant of its decision in writing. The individual who decides the appeal will not be the same individual who decided the initial claim denial and will not be that individual's subordinate. The Administrator may secure independent medical or other advice and require such other evidence as it deems necessary to decide the appeal, except that any medical expert consulted in connection with the appeal will be different from any expert consulted in connection with the initial claim. (The identity of a medical expert consulted in connection with the Participant's appeal will be provided.) If the decision on appeal affirms the initial denial of the Participant's claim, the Participant will be furnished with a notice of adverse benefit determination on review setting forth:

1. The specific reason(s) for the denial,
2. The specific Plan provision(s) on which the decision is based,
3. A statement of the Participant's right to review (on request and at no charge) relevant documents and other information,
4. If the Administrator relied on an "internal rule, guideline, protocol, or other similar criterion" in making the decision, a description of the specific rule, guideline, protocol, or other similar criterion or a statement that such a rule, guideline, protocol, or other similar criterion was relied on and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to the Participant upon request," and
5. A statement of the Participant's right to bring suit under ERISA § 502(a).

12.11 PAYMENT TO REPRESENTATIVE: In the event that a guardian, conservator or other legal representative has been duly appointed for a Participant entitled to any payment under the Plan, any such payment due may be made to the legal representative making claim therefor, and such payment so made shall be in complete discharge of the liabilities of the Plan therefor and the obligations of the Administrator and the Employer.

12.12 PROTECTED HEALTH INFORMATION. The provisions of this Section will apply only to those portions of the Plan that are considered a group health plan for purposes of 45 CFR Parts 160 and 164. The Plan may disclose PHI to employees of the Employer, or to other persons, only to the extent such disclosure is required or permitted pursuant to 45 CFR Parts 160 and 164. The Plan has implemented administrative, physical, and technical safeguards to reasonably and appropriately protect, and restrict access to and use of, electronic PHI, in accordance with Subpart C of 45 CFR Part 164. The applicable claims procedures under the Plan shall be used to resolve any issues of non-compliance by such individuals. The Employer will:

- not use or disclose PHI other than as permitted or required by the plan documents and permitted or required by law;
- reasonably and appropriately safeguard electronic PHI created, received, maintained, or transmitted to or by the it on behalf of the Plan, in accordance with Subpart C of 45 CFR Part 164;

- implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the Plan;
- ensure that any agents including a subcontractors to whom it provides PHI received from the Plan agree to the same restrictions and conditions that apply to the Employer with respect to such information;
- not use or disclose PHI for employment-related actions and decisions or in connection with any other employee benefit plan of the Employer;
- report to the Plan any use or disclosure of the information that is inconsistent with the permitted uses or disclosures provided for of which it becomes aware;
- make available PHI in accordance with 45 CFR Section 164.524;
- make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 CFR Section 164.526;
- make available the information required to provide an accounting of disclosures in accordance with 45 CFR Section 164.528;
- make its internal practices, books, and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of Health and Human Services or his designee upon request for purposes of determining compliance with 45 CFR Section 164.504(f);
- if feasible, return or destroy all PHI received from the Plan that the Employer still maintains in any form and retain no copies of such information when no longer needed for the purposes for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and,
- ensure that the adequate separation required in paragraph (f)(2)(iii) of 45 CFR Section 164.504 is established.

For purposes of this Section, “PHI” is “Protected Health Information” as defined in 45 CFR Section 160.103, which means individually identifiable health information, except as provided in paragraph (2) of the definition of “Protected Health Information” in 45 CFR Section 160.103, that is transmitted by electronic media; maintained in electronic media; or transmitted or maintained in any other form or medium by a covered entity, as defined in 45 CFR Section 164.104.

SECTION XIII

MISCELLANEOUS PROVISIONS

- 13.01 **INABILITY TO LOCATE PAYEE:** If the Plan Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because it cannot ascertain the identity or whereabouts of such Participant or other person after reasonable efforts have been made to identify or locate such person, then such payment and all subsequent payments otherwise due to such Participant or other person shall be forfeited following a reasonable time after the date any such payment first became due.
- 13.02 **FORMS AND PROOFS:** Each Participant or Participant's Beneficiary eligible to receive any benefit hereunder shall complete such forms and furnish such proofs, receipts, and releases as shall be required by the Administrator.
- 13.03 **NO GUARANTEE OF TAX CONSEQUENCES:** Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant or a Dependent

under the Plan will be excludable from the Participant's or Dependent's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant or Dependent.

- 13.04 PLAN NOT CONTRACT OF EMPLOYMENT: The Plan will not be deemed to constitute a contract of employment between the Employer and any Participant nor will the Plan be considered an inducement for the employment of any Participant or employee. Nothing contained in the Plan will be deemed to give any Participant or employee the right to be retained in the service of the Employer nor to interfere with the right of the Employer to discharge any Participant or employee at any time regardless of the effect such discharge may have upon that individual as a Participant in the Plan.
- 13.05 NON-ASSIGNABILITY: No benefit under the Plan shall be liable for any debt, liability, contract, engagement or tort of any Participant or his Beneficiary, nor be subject to charge, anticipation, sale, assignment, transfer, encumbrance, pledge, attachment, garnishment, execution or other voluntary or involuntary alienation or other legal or equitable process, nor transferability by operation of law.
- 13.06 SEVERABILITY: If any provision of the Plan will be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions hereof will continue to be fully effective.
- 13.07 CONSTRUCTION:
- a. Words used herein in the masculine or feminine gender shall be construed as the feminine or masculine gender, respectively where appropriate.
 - b. Words used herein in the singular or plural shall be construed as the plural or singular, respectively, where appropriate.
- 13.08 NONDISCRIMINATION: In accordance with Code Section 125(b)(1), (2), and (3), this Plan is intended not to discriminate in favor of Highly Compensated Participants (as defined in Code Section 125(e)(1)) as to contributions and benefits nor to provide more than 25% of all qualified benefits to Key Employees. If, in the judgment of the Administrator, more than 25% of the total nontaxable benefits are provided to Key Employees, or the Plan discriminates in any other manner (or is at risk of possible discrimination), then, notwithstanding any other provision contained herein to the contrary, and, in accordance with the applicable provisions of the Code, the Administrator shall, after written notification to affected Participants, reduce or adjust such contributions and benefits under the Plan as shall be necessary to insure that, in the judgment of the Administrator, the Plan shall not be discriminatory.
- 13.09 ERISA. The Plan shall be construed, enforced, and administered and the validity determined in accordance with the applicable provisions of the Employee Retirement Income Security Act of 1974 (as amended), the Internal Revenue Code of 1986 (as amended), and the laws of the State indicated in the Adoption Agreement. Notwithstanding anything to the contrary herein, the provisions of ERISA will not apply to this Plan if the Plan is exempt from coverage under ERISA. Should any provisions be determined to be void, invalid, or unenforceable by any court of competent jurisdiction, the Plan will continue to operate, and for purposes of the jurisdiction of the court only will be deemed not to include the provision determined to be void.

SAMPLE PLAN DOCUMENT
SECTION 125
FLEXIBLE BENEFIT PLAN

The attached plan document and adoption agreement are being provided for illustrative purposes only. Because of differences in facts, circumstances, and the laws of the various states, interested parties should consult their own attorneys. This document is intended as a guide only, for use by local counsel.

**SECTION 125 FLEXIBLE BENEFIT PLAN
ADOPTION AGREEMENT**

The undersigned Employer hereby adopts the Section 125 Flexible Benefit Plan for those Employees who shall qualify as Participants hereunder. The Employer hereby selects the following Plan specifications:

A. EMPLOYER INFORMATION

Name of Employer:	Boise City Public Schools
Address:	700 SE 1st St BOISE CITY, OK 73933
Employer Identification Number:	73-6064972
Nature of Business:	Public School
Name of Plan:	Boise City Public Schools Flexible Benefit Plan
Plan Number:	502
Plan Description:	All Employees

B. EFFECTIVE DATE

Original effective date of the Plan:	July 1, 1999
If Amendment to existing plan, effective date of amendment:	July 1, 2026

C. ELIGIBILITY REQUIREMENTS FOR PARTICIPATION

Eligibility requirements for each component plan under this Section 125 document will be applicable and, if different, will be listed in Item F.

Length of Service:	Date of hire
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Retiree Wording:	Eligible employees include active employees and retired persons who receive an early stipend or other W-2 taxable compensation from the district
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Minimum Hours:	All employees with 15 hours of service or more each week. An hour of service is each hour for which an employee receives, or is entitled to receive, payment for performance of duties for the Employer.
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Age:	Minimum age of 0 years.
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D. PLAN YEAR

The current plan year will begin on July 1, 2026 and end on June 30, 2027.
Each subsequent plan year will begin on July 1 and end on June 30.

E. EMPLOYER CONTRIBUTIONS

Non-Elective Contributions:

The Employer may at its sole discretion provide a non-elective contribution to provide benefits for each Participant under the Plan. This amount will be set by the Employer each Plan Year in a uniform and non-discriminatory manner. If this non-elective contribution amount exceeds the cost of benefits elected by the Participant, excess amounts will not be paid to the Participant as taxable cash.

**Elective Contributions
(Salary Reduction):**

The maximum amount available to each Participant for the purchase of elected benefits through salary reduction will be:

100% of compensation per entire plan year.

Each Participant may authorize the Employer to reduce his or her compensation by the amount needed for the purchase of benefits elected, less the amount of non-elective contributions. An election for salary reduction will be made on the benefit election form.

F. **AVAILABLE BENEFITS:** Each of the following components should be considered a plan that comprises this Plan.

1. **Group Medical Insurance** -- The terms, conditions, and limitations for the Group Medical Insurance will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

Oklahoma Public Employees Health and Welfare | American Fidelity Assurance Company : Accident Only, Hospital GAP and Group Hospital Indemnity

Eligibility Requirements for Participation, if different than Item C.

2. **Disability Income Insurance** -- The terms, conditions, and limitations for the Disability Income Insurance will be as set forth in the insurance policy or policies described below: (See Section VI of the Plan Document)

American Fidelity Assurance Company : 017 Kind Series

Eligibility Requirements for Participation, if different than Item C.

3. **Cancer Coverage** -- The terms, conditions, and limitations for the Cancer Coverage will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

American Fidelity Assurance Company : C-11 and subsequent plans

Eligibility Requirements for Participation, if different than Item C.

4. **Dental/Vision Insurance** -- The terms, conditions, and limitations for the Dental/Vision Insurance will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

Oklahoma Public Employees Health and Welfare : Dental | Oklahoma Public Employees Health and Welfare : Vision

Eligibility Requirements for Participation, if different than Item C.

5. **Group Life Insurance** which will be comprised of Group term life insurance and Individual term life insurance under Section 79 of the Code.

The terms, conditions, and limitations for the Group Life Insurance will be as set forth in the insurance policy or policies described below: (See Section VII of the Plan Document)

Oklahoma Public Employees Health and Welfare

Individual life coverage under Section 79 is available as a benefit, and the face amount when combined with the group-term life, if any, may not exceed \$50,000. Eligibility Requirements for Participation, if different than Item C.

6. **Dependent Care Assistance Plan** -- The terms, conditions, and limitations for the Dependent Care Assistance Plan will be as set

forth in Section IX of the Plan Document and described below:

Minimum Contribution - **\$300.00** per Plan Year

Maximum Contribution - **\$7500.00** per Plan Year

Recordkeeper: American Fidelity Assurance Company

Eligibility Requirements for Participation, if different than Item C.

N/A

7. **Medical Expense Reimbursement Plan** (a.k.a. Healthcare Flexible Spending Account) -- The terms, conditions, and limitations for the Medical Expense Reimbursement Plan will be as set forth in Section VIII of the Plan Document and described below:

Minimum Coverage - **\$300.00** per Plan Year

Maximum Coverage - **\$3400.00** per Plan Year or a Prorated Amount for a Short Plan Year. In no event can the maximum exceed the limit as indicated by the IRS in accordance with the law.

Recordkeeper: American Fidelity Assurance Company

Restrictions: As outlined in Policy G-905/R1.

Grace Period: The Provisions in Section 8.06 of the Plan to permit a Grace Period with respect to the Medical Expense Reimbursement Plan **are not** elected.

Carryover: The Provisions in Section 8.07 of the Plan to permit a Carryover with respect to the Medical Expense Reimbursement Plan **are** elected.

Carryover Maximum: **\$680.00** per Plan Year.

HEART Act: The provisions in Section 8.08 of the Plan to permit the Qualified Reservist Distribution of the Heroes Earnings Assistance and Relief Tax Act (HEART) **are not** elected.

Eligibility Requirements for Participation, if different than Item C.

8. **Health Savings Accounts** – The Plan permits contributions to be made to a Health Savings Account on a pretax basis in accordance with Section X of the Plan and the following provisions:

HSA Trustee – **First Fidelity Bank N A**

Maximum Contribution – **indexed annually by the IRS.**

Limitation on Eligible Medical Expenses – For purposes of the Medical Reimbursement Plan, Eligible Medical Expenses of a Participant that is eligible for and elects to participate in a Health Savings Account shall be limited to expenses for:

Dental and Vision

Eligibility Requirements for Participation, if different than Item C.

- a. An Employee must complete a Certification of Health Savings Account Eligibility which confirms that the Participant is an eligible individual who is entitled to establish a Health Savings Account in accordance with Code Section 223(c)(1).
- b. Eligibility for the Health Savings Account shall begin on the later of (i) first day of the month coinciding with or next following the Employee's commencement of coverage under the High Deductible Health Plan, or (ii) the first day following the end of a Grace Period available to the Employee with respect to the Medical Reimbursement Accounts that are not limited to vision and dental expenses (unless the participant has a \$0.00 balance on the last day of the plan year).
- c. An Employee's eligibility for the Health Savings Account shall be determined monthly.

The Plan shall be construed, enforced, administered, and the validity determined in accordance with the applicable provisions of the Employee Retirement Income Security Act of 1974, (as amended) if applicable, the Internal Revenue Code of 1986 (as amended), and the laws of the State of Oklahoma. Should any provision be determined to be void, invalid, or unenforceable by any court of competent jurisdiction, the Plan will continue to operate, and for purposes of the jurisdiction of the court only, will be deemed not to include the provision determined to be void.

This Plan is hereby adopted 06/09/2026.

Boise City Public Schools -
(Name of Employer)

Signed By: *Toni Thornton*
Toni Thornton (Jun 9, 2026 10:25:42 CDT)

Title: Administrative Assistant

APPENDIX A

Related Employers that have adopted this Plan

Name(s):
N/A

THIS DOCUMENT IS NOT COMPLETE WITHOUT SECTIONS I THROUGH XIII
PD – 1122 SW Document ID # 178760MCP #50757 Effective Date:07/01/2026 5/6/26 10:47 AM

SECTION 125 FLEXIBLE BENEFIT PLAN

SECTION I

PURPOSE

The Employer is establishing this Flexible Benefit Plan in order to make a broader range of benefits available to its Employees and their Beneficiaries. This Plan allows Employees to choose among different types of benefits and select the combination best suited to their individual goals, desires, and needs. These choices include an option to receive certain benefits in lieu of taxable compensation.

In establishing this Plan, the Employer desires to attract, reward, and retain highly qualified, competent Employees, and believes this Plan will help achieve that goal.

It is the intent of the Employer to establish this Plan in conformity with Section 125 of the Internal Revenue Code of 1986, as amended, and in compliance with applicable rules and regulations issued by the Internal Revenue Service. This Plan will grant to eligible Employees an opportunity to purchase qualified benefits which, when purchased alone by the Employer, would not be taxable.

SECTION II

DEFINITIONS

The following words and phrases appear in this Plan and will have the meaning indicated below unless a different meaning is plainly required by the context:

2.01 **Administrator** The Employer unless another has been designated in writing by the Employer as Administrator within the meaning of Section 3(16) of ERISA (if applicable).

2.02 **Beneficiary** Any person or persons designated by a participating Employee to receive any benefit payable under the Plan on account of the Employee's death.

2.02a **Carryover** The amount equal to the lesser of (a) any unused amounts from the immediately preceding Plan Year or (b) an amount up to \$680, as indexed for inflation, paralleling the indexing applicable to the limit on salary reduction contributions under Code Section 125(i) of the Code, except that in no event may the Carryover be less than five dollars (\$5).

2.03 **Code** Internal Revenue Code of 1986, as amended.

2.04 **Dependent** Any of the following:

(a) Tax Dependent: A Dependent includes a Participant's spouse and any other person who is a Participant's dependent within the meaning of Code Section 152, provided that, with respect to any plan that provides benefits that are excluded from an Employee's income under Code Section 105, a Participant's dependent (i) is any person within the meaning of Code Section 152, determined without regard to Subsections (b)(1), (b)(2),

and (d)(1)(B) thereof, and (ii) includes any child of the Participant to whom Code Section 152(e) applies (such child will be treated as a dependent of both divorced parents).

(b) Student on a Medically Necessary Leave of Absence: With respect to any plan that is considered a group health plan under Michelle's Law (and not a HIPAA excepted benefit under Code Sections 9831(b), (c) and 9832(c)) and to the extent the Employer is required by Michelle's Law to provide continuation coverage, a Dependent includes a child who qualifies as a Tax Dependent (defined in Section 2.04(a)) because of his or her full-time student status, is enrolled in a group health plan, and is on a medically necessary leave of absence from school. The child will continue to be a Dependent if the medically necessary leave of absence commences while the child is suffering from a serious illness or injury, is medically necessary, and causes the child to lose student status for purposes of the group health plan's benefits coverage. Written physician certification that the child is suffering from a serious illness or injury and that the leave of absence is medically necessary is required at the Administrator's request. The child will no longer be considered a Dependent as of the earliest date that the child is no longer on a medically necessary leave of absence, the date that is one year after the first day of the medically necessary leave of absence, or the date benefits would otherwise terminate under either the group health plan or this Plan. Terms related to Michelle's Law, and not otherwise defined, will have the meaning provided under the Michelle's Law provisions of Code Section 9813.

(c) Adult Children: With respect to any plan that provides benefits that are excluded from an Employee's income under Code Section 105, a Dependent includes a child of a Participant who as of the end of the calendar year has not attained age 27. A 'child' for purpose of this Section 2.04(c) means an individual who is a son, daughter, stepson, or stepdaughter of the Participant, a legally adopted individual of the Participant, an individual who is lawfully placed with the Participant for legal adoption by the Participant, or an eligible foster child who is placed with the Participant by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction. An adult child described in this Section 2.04(c) is only a Dependent with respect to benefits provided after March 30, 2010 (subject to any other limitations of the Plan).

Dependent for purposes of the Dependent Care Reimbursement Plan is defined in Section 9.04(a).

- | | | |
|------|------------------------------|---|
| 2.05 | Effective Date | The effective date of this Plan as shown in Item B of the Adoption Agreement. |
| 2.06 | Elective Contribution | The amount the Participant authorizes the Employer to reduce compensation for the purchase of benefits elected. |

2.07	Eligible Employee	Employee meeting the eligibility requirements for participation as shown in Item C of the Adoption Agreement.
2.08	Employee	Any person employed by the Employer on or after the Effective Date.
2.09	Employer	The entity shown in Item A of the Adoption Agreement, and any Related Employers authorized to participate in the Plan with the approval of the Employer. Related Employers who participate in this Plan are listed in Appendix A to the Adoption Agreement. For the purposes of Section 11.01 and 11.02, only the Employer as shown in Item A of the Adoption Agreement may amend or terminate the Plan.
2.10	Employer Contributions	Amounts that have not been actually received by the Participant and are available to the Participant for the purpose of selecting benefits under the Plan. This term includes Non-Elective Contributions and Elective Contributions through salary reduction.
2.11	Entry Date	The date that an Employee is eligible to participate in the Plan.
2.12	ERISA	The Employee Retirement Income Security Act of 1974, Public Law 93-406 and all regulations and rulings issued thereunder, as amended (if applicable).
2.13	Fiduciary	The named fiduciary shall mean the Employer, the Administrator and other parties designated as such, but only with respect to any specific duties of each for the Plan as may be set forth in a written agreement.
2.14	Health Savings Account	A "health savings account" as defined in Section 223(d) of the Internal Revenue Code of 1986, as amended established by the Participant with the HSA Trustee.
2.15	HSA Trustee	The Trustee of the Health Savings Account which is designated in Section F.8 of the Adoption Agreement.
2.16	Highly Compensated	Any Employee who at any time during the Plan Year is a "highly compensated employee" as defined in Section 414(q) of the Code.
2.17	High Deductible Health Plan	A health plan that meets the statutory requirements for annual deductibles and out-of-pocket expenses set forth in Code section 223(c)(2).
2.18	HIPAA	The Health Insurance Portability and Accountability Act of 1996, as amended.

- 2.19 **Insurer** Any insurance company that has issued a policy pursuant to the terms of this Plan.
- 2.20 **Key Employee** Any Participant who is a "key employee" as defined in Section 416(i) of the Code.
- 2.21 **Non-Elective Contribution** A contribution amount made available by the Employer for the purchase of benefits elected by the Participant.
- 2.22 **Participant** An Employee who has qualified for Plan participation as provided in Item C of the Adoption Agreement.
- 2.23 **Plan** The Plan referred to in Item A of the Adoption Agreement as may be amended from time to time.
- 2.24 **Plan Year** The Plan Year as specified in Item D of the Adoption Agreement.
- 2.25 **Policy** An insurance policy issued as a part of this Plan.
- 2.26 **Preventative Care** Medical expenses which meet the safe harbor definition of "preventative care" set forth in IRS Notice 2004-23, which includes, but is not limited to, the following: (i) periodic health evaluations, such as annual physicals (and the tests and diagnostic procedures ordered in conjunction with such evaluations); (ii) well-baby and/or well-child care; (iii) immunizations for adults and children; (iv) tobacco cessation and obesity weight-loss programs; and (v) screening devices. However, preventative care does not generally include any service or benefit intended to treat an existing illness, injury or condition.
- 2.27 **Recordkeeper** The person designated by the Employer to perform recordkeeping and other ministerial duties with respect to the Medical Expense Reimbursement Plan and/or the Dependent Care Reimbursement Plan.
- 2.28 **Related Employer** Any employer that is a member of a related group of organizations with the Employer shown in Item A of the Adoption Agreement, and as specified under Code Section 414(b), (c) or (m).

SECTION III

ELIGIBILITY, ENROLLMENT, AND PARTICIPATION

- 3.01 **ELIGIBILITY:** Each Employee of the Employer who has met the eligibility requirements of Item C of the Adoption Agreement will be eligible to participate in the Plan on the Entry Date specified or the Effective Date of the Plan, whichever is later. Dependent eligibility to receive benefits under any of the plans listed in Item F of the Adoption Agreement will be described in the documents governing

those benefit plans. To the extent a Dependent is eligible to receive benefits under a plan listed in Item F, an Eligible Employee may elect coverage under this Plan with respect to such Dependent. Notwithstanding the foregoing, life insurance coverage on the life of a Dependent may not be elected under this Plan.

- 3.02 ENROLLMENT: An eligible Employee may enroll (or re-enroll) in the Plan by submitting to the Employer, during an enrollment period, an Election Form which specifies his or her benefit elections for the Plan Year and which meets such standards for completeness and accuracy as the Employer may establish. A Participant's Election Form shall be completed prior to the beginning of the Plan Year, and shall not be effective prior to the date such form is submitted to the Employer. Any Election Form submitted by a Participant in accordance with this Section shall remain in effect until the earlier of the following dates: the date the Participant terminates participation in the Plan; or, the effective date of a subsequently filed Election Form.

A Participant's right to elect certain benefit coverage shall be limited hereunder to the extent such rights are limited in the Policy. Furthermore, a Participant will not be entitled to revoke an election after a period of coverage has commenced and to make a new election with respect to the remainder of the period of coverage unless both the revocation and the new election are on account of and consistent with a change in status, or other allowable events, as determined by Section 125 of the Internal Revenue Code and the regulations thereunder.

- 3.03 TERMINATION OF PARTICIPATION: A Participant shall continue to participate in the Plan until the earlier of the following dates:

- a. The date the Participant terminates employment by death, disability, retirement or other separation from service; or
- b. The date the Participant ceases to work for the Employer as an eligible Employee; or
- c. The date of termination of the Plan; or
- d. The first date a Participant fails to pay required contributions while on a leave of absence.

- 3.04 SEPARATION FROM SERVICE: The existing elections of an Employee who separates from the employment service of the Employer shall be deemed to be automatically terminated and the Employee will not receive benefits for the remaining portion of the Plan Year.

- 3.05 QUALIFYING LEAVE UNDER FAMILY LEAVE ACT: Notwithstanding any provision to the contrary in this Plan, if a Participant goes on a qualifying unpaid leave under the Family and Medical Leave Act of 1993 (FMLA), to the extent required by the FMLA, the Employer will continue to maintain the Participant's existing coverage under the Plan with respect to benefits under Section V and Section VIII of the Plan on the same terms and conditions as though he were still an active Employee. If the Employee opts to continue his coverage, the Employee may pay his Elective Contribution with after-tax dollars while on leave (or pre-tax dollars to the extent he receives compensation during the leave), or the Employee may be given the option to pre-pay all or a portion of his Elective Contribution for the expected duration of the leave on a pre-tax salary reduction basis out of his pre-leave compensation (including unused sick days or vacation) by making a special election to that effect prior to the date such compensation would normally be made available to him (provided, however, that pre-tax dollars may not be utilized to fund coverage during the next plan year), or via other arrangements agreed upon between the Employee and the Administrator (e.g., the Administrator may fund coverage during the leave and withhold amounts upon the Employee's return). Upon return from such leave, the Employee will be permitted to reenter the Plan on the same basis the Employee was participating in the Plan prior to his leave, or as otherwise required by the FMLA.

SECTION IV

CONTRIBUTIONS

4.01 EMPLOYER CONTRIBUTIONS: The Employer may pay the costs of the benefits elected under the Plan with funds from the sources indicated in Item E of the Adoption Agreement. The Employer Contribution may be made up of Non-Elective Contributions and/or Elective Contributions authorized by each Participant on a salary reduction basis.

4.02 IRREVOCABILITY OF ELECTIONS: A Participant may file a written election form with the Administrator before the end of the current Plan Year revising the rate of his contributions or discontinuing such contributions effective as of the first day of the next following Plan Year. The Participant's Elective Contributions will automatically terminate as of the date his employment terminates. Except as provided in this Section 4.02 and Section 4.03, a Participant's election under the Plan is irrevocable for the duration of the plan year to which it relates. The exceptions to the irrevocability requirement which would permit a mid-year election change in benefits and the salary reduction amount elected are set out in the Treasury regulations promulgated under Code Section 125, which include the following:

(a) Change in Status. A Participant may change or revoke his election under the Plan upon the occurrence of a valid change in status, but only if such change or termination is made on account of, and is consistent with, the change in status in accordance with the Treasury regulations promulgated under Section 125. The Employer, in its sole discretion as Administrator, shall determine whether a requested change is on account of and consistent with a change in status, as follows:

- (1) Change in Employee's legal marital status, including marriage, divorce, death of spouse, legal separation, and annulment;
- (2) Change in number of Dependents, including birth, adoption, placement for adoption, and death;
- (3) Change in employment status, including any employment status change affecting benefit eligibility of the Employee, spouse or Dependent, such as termination or commencement of employment, change in hours, strike or lockout, a commencement or return from an unpaid leave of absence, and a change in work site. If the eligibility for either the cafeteria Plan or any underlying benefit plans of the Employer of the Employee, spouse or Dependent relies on the employment status of that individual, and there is a change in that individual's employment status resulting in gaining or losing eligibility under the Plan, this constitutes a valid change in status. This category only applies if benefit eligibility is lost or gained as a result of the event. If an Employee terminates and is rehired within 30 days, the Employee is required to step back into his previous election. If the Employee terminates and is rehired after 30 days, the Employee may either step back into the previous election or make a new election;
- (4) Dependent satisfies, or ceases to satisfy, Dependent eligibility requirements due to attainment of age, gain or loss of student status, marriage or any similar circumstances; and
- (5) Residence change of Employee, spouse or Dependent, affecting the Employee's eligibility for coverage.

(b) Special Enrollment Rights. If a Participant or his or her spouse or Dependent is entitled to special enrollment rights under a group health plan (other than an excepted benefit), as required by HIPAA under Code Section 9801(f), then a Participant may revoke a prior election for group health plan coverage and make a new election, provided that the election change corresponds with such HIPAA special enrollment right. As required by HIPAA, a special enrollment right will arise in the following circumstances: (i) a Participant or his or her spouse or Dependent declined to enroll in

group health plan coverage because he or she had coverage, and eligibility for such coverage is subsequently lost because the coverage was provided under COBRA and the COBRA coverage was exhausted, or the coverage was non-COBRA coverage and the coverage terminated due to loss of eligibility for coverage or the employer contributions for the coverage were terminated; (ii) a new Dependent is acquired as a result of marriage, birth, adoption, or placement for adoption; (iii) the Participant's or his or her spouse's or Dependent's coverage under a Medicaid plan or under a children's health insurance program (CHIP) is terminated as a result of loss of eligibility for such coverage and the Participant requests coverage under the group health plan not later than 60 days after the date of termination of such coverage; or (iv) the Participant, his or her spouse or Dependent becomes eligible for a state premium assistance subsidy from a Medicaid plan or through a state children's insurance program with respect to coverage under the group health plan and the Participant requests coverage under the group health plan not later than 60 days after the date the Participant, his or her spouse or Dependent is determined to be eligible for such assistance. An election change under (iii) or (iv) of this provision must be requested within 60 days after the termination of Medicaid or state health plan coverage or the determination of eligibility for a state premium assistance subsidy, as applicable. Special enrollment rights under the health insurance plan will be determined by the terms of the health insurance plan.

- (c) Certain Judgments, Decrees or Orders. If a judgment, decree or order resulting from a divorce, legal separation, annulment or change in legal custody (including a qualified medical child support order [QMCSO]) requires accident or health coverage for a Participant's child or for a foster child who is a dependent of the Participant, the Participant may have a mid-year election change to add or drop coverage consistent with the Order.
- (d) Entitlement to Medicare or Medicaid. If a Participant, Participant's spouse or Participant's Dependent who is enrolled in an accident or health plan of the Employer becomes entitled to Medicare or Medicaid (other than coverage consisting solely of benefits under Section 1928 of the Social Security Act providing for pediatric vaccines), the Participant may cancel or reduce health coverage under the Employer's Plan. Loss of Medicare or Medicaid entitlement would allow the Participant to add health coverage under the Employer's Plan.
- (e) Family Medical Leave Act. If an Employee is taking leave under the rules of the Family Medical Leave Act, the Employee may revoke previous elections and re-elect benefits upon return to work.
- (f) COBRA Qualifying Event. If an Employee has a COBRA qualifying event (a reduction in hours of the Employee, or a Dependent ceases eligibility), the Employee may increase his pre-tax contributions for coverage under the Employer's Plan if a COBRA event occurs with respect to the Employee, the Employee's spouse or Dependent. The COBRA rule does not apply to COBRA coverage under another Employer's Plan.
- (g) Changes in Eligibility for Adult Children. To the extent the Employer amends a plan listed in Item F of the Adoption Agreement that provides benefits that are excluded from an Employee's income under Code Section 105 to provide that Adult Children (as defined in Section 2.04(c)) are eligible to receive benefits under the plan, an Eligible Employee may make or change an election under this Plan to add coverage for the Adult Child and to make any corresponding change to the Eligible Employee's coverage that is consistent with adding coverage for the Adult Child.
- (h) Cancellation due to reduction in hours of service. A Participant may cancel group health plan (as that term is defined in Code Section 9832(a)) coverage, except Health FSA coverage, under the Employer's Plan if both of the following conditions are met:

- (i) The Participant has been in an employment status under which the Participant was reasonably expected to average at least 30 hours of service per week and there is a change in that Participant's status so that the Participant will reasonably be expected to average less than 30 hours of service per week after the change, even if that reduction does not result in the Participant ceasing to be eligible under the group health plan; and
 - (ii) The cancellation of the election of coverage under the Employer's group health plan coverage corresponds to the intended enrollment of the Participant, and any related individuals who cease coverage due to the cancellation, in another plan that provides minimum essential coverage with the new coverage effective no later than the first day of the second month following the month that includes the date the original coverage is cancelled.
- (i) Cancellation due to enrollment in a Qualified Health Plan. A participant may cancel group health plan (as that term is defined in Code Section 9832(a)) coverage, except Health FSA coverage, under the Employer's Plan if both of the following conditions are met:
- (i) The Participant is eligible for a Special Enrollment Period (as defined in Code Section 9801(f)) to enroll in a Qualified Health Plan (as described in section 1311 of the Patient Protection and Affordable Care Act (PPACA)) through a competitive marketplace established under section 1311(c) of PPACA (Marketplace), pursuant to guidance issued by the Department of Health and Human Services and any other applicable guidance, or the Participant seeks to enroll in a Qualified Health Plan through a Marketplace during the Marketplace's annual open enrollment period; and
 - (ii) The cancellation of the election of coverage under the Employer's group health plan coverage corresponds to the intended enrollment of the Participant and any related individuals who cease coverage due to the cancellation in a Qualified Health Plan through a Marketplace for new coverage that is effective beginning no later than the day immediately following the last day of the original coverage that is cancelled.
- (j) Cancellation due to related individuals' enrollment in a Qualified Health Plan. For elections effective on or after January 1, 2023, a participant may cancel an election of family coverage under a group health plan (as that term is defined in Code Section 9832(a)), except Health FSA coverage, under the Employer's Plan if both of the following conditions are met:
- (i) One or more related individuals are eligible for a Special Enrollment Period (as defined in Code Section 9801(f)) to enroll in a Qualified Health Plan (as described in section 1311 of the Patient Protection and Affordable Care Act (PPACA)) through a competitive marketplace established under section 1311(c) of PPACA (Marketplace), pursuant to guidance issued by the Department of Health and Human Services and any other applicable guidance, or one or more already-covered related individuals seeks to enroll in a Qualified Health Plan through a Marketplace during the Marketplace's annual open enrollment period; and
 - (ii) The cancellation of the election of coverage under the Employer's group health plan coverage corresponds to the intended enrollment of the related individual or related

individuals who cease coverage due to the cancellation in a Qualified Health Plan through a Marketplace for new coverage that is effective beginning no later than the day immediately following the last day of the original coverage that is cancelled. If the employee does not enroll in a Qualified Health Plan through an Exchange as set forth in Notice 2014-55, the employee must elect self-only coverage (or family coverage including one or more already-covered related individuals) under the group health plan.

Notwithstanding anything to the contrary in this Section 4.02, the change in election rules in this Section 4.02 do not apply to the Medical Expense Reimbursement Plan, or may not be modified with respect to the Medical Expense Reimbursement Plan if the Plan is being administered by a Recordkeeper other than the Employer, unless the Employer and the Recordkeeper otherwise agree in writing.

4.03 OTHER EXCEPTIONS TO IRREVOCABILITY OF ELECTIONS. Other exceptions to the irrevocability of election requirement permit mid-year election changes and apply to all qualified benefits except for Medical Expense Reimbursement Plans, as follows:

- (a) Change in Cost. If the cost of a benefit package option under the Plan significantly increases during the plan year, Participants may (i) make a corresponding increase in their salary reduction amount, (ii) revoke their elections and make a prospective election under another benefit option offering similar coverage, or (iii) revoke election completely if no similar coverage is available, including in spouse or dependent's plan. If the cost significantly decreases, employees may elect coverage even if they had not previously participated and may drop their previous election for a similar coverage option in order to elect the benefit package option that has decreased in cost during the year. If the increased or decreased cost of a benefit package option under the Plan is insignificant, the participant's salary reduction amount shall be automatically adjusted.
- (b) Significant curtailment of coverage.
 - (i) With no loss of coverage. If the coverage under a benefit package option is significantly curtailed or ceases during the Plan Year, affected Participants may revoke their elections for the curtailed coverage and make a new prospective election for coverage under another benefit package option providing similar coverage.
 - (ii) With loss of coverage. If there is a significant curtailment of coverage with loss of coverage, affected Participants may revoke election for curtailed coverage and make a new prospective election for coverage under another benefit package option providing similar coverage, or drop coverage if no similar benefit package option is available.
- (c) Addition or Significant Improvement of Benefit Package Option. If during the Plan Year a new benefit package option is added or significantly improved, eligible employees, whether currently participating or not, may revoke their existing election and elect the newly added or newly improved option.
- (d) Change in Coverage of a Spouse or Dependent Under Another Employer's Plan. If there is a change in coverage of a spouse, former spouse, or Dependent under another employer's plan, a Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of the spouse or Dependent. This rule applies if (1) mandatory changes in coverage are initiated by either the insurer of spouse's plan or by the spouse's employer,

or (2) optional changes are initiated by the spouse's employer or by the spouse through open enrollment.

- (e) Loss of coverage under other group health coverage. If during the Plan Year coverage is lost under any group health coverage sponsored by a governmental or educational institution, a Participant may prospectively change his or her election to add group health coverage for the affected Participant or his or her spouse or dependent.

- 4.04 CASH BENEFIT: Available amounts not used for the purchase of benefits under this Plan may be considered a cash benefit under the Plan payable to the Participant as taxable income to the extent indicated in Item E of the Adoption Agreement.
- 4.05 PAYMENT FROM EMPLOYER'S GENERAL ASSETS: Payment of benefits under this Plan shall be made by the Employer from Elective Contributions which shall be held as a part of its general assets.
- 4.06 EMPLOYER MAY HOLD ELECTIVE CONTRIBUTIONS: Pending payment of benefits in accordance with the terms of this Plan, Elective Contributions may be retained by the Employer in a separate account or, if elected by the Employer and as permitted or required by regulations of the Internal Revenue Service, Department of Labor or other governmental agency, such amounts of Elective Contributions may be held in a trust pending payment.
- 4.07 MAXIMUM EMPLOYER CONTRIBUTIONS: With respect to each Participant, the maximum amount made available to pay benefits for any Plan Year shall not exceed the Employer's Contribution specified in the Adoption Agreement and as provided in this Plan.

SECTION V

GROUP MEDICAL INSURANCE BENEFIT PLAN

- 5.01 PURPOSE: These benefits provide the group medical insurance benefits to Participants.
- 5.02 ELIGIBILITY: Eligibility will be as required in Items F(1), F(3), and F(4) of the Adoption Agreement.
- 5.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Items F(1), F(3), and F(4) of the Adoption Agreement.
- 5.04 TERMS, CONDITIONS AND LIMITATIONS: The terms, conditions and limitations of the benefits offered shall be as specifically described in the Policy identified in the Adoption Agreement.
- 5.05 COBRA: To the extent required by Section 4980B of the Code and Sections 601 through 607 of ERISA, Participants and Dependents shall be entitled to continued participation in this Group Medical Insurance Benefit Plan by contributing monthly (from their personal assets previously subject to taxation) 102% of the amount of the premium for the desired benefit during the period that such individual is entitled to elect continuation coverage, provided, however, in the event the continuation period is extended to 29 months due to disability, the premium to be paid for continuation coverage for the 11 month extension period shall be 150% of the applicable premium.
- 5.06 SECTION 105 AND 106 PLAN: It is the intention of the Employer that these benefits shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan, as provided in Code Sections 105 and 106, and all provisions of this benefit plan shall be construed in a manner consistent with that intention. It is also the intention of the Employer to comply with the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 as outlined in the policies identified in the Adoption Agreement.
- 5.07 CONTRIBUTIONS: Contributions for these benefits will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement.
- 5.08 UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT: Notwithstanding anything to the contrary herein, the Group Medical Insurance Benefit Plan shall comply with the applicable provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (Public Law 103-353).

SECTION VI

DISABILITY INCOME BENEFIT PLAN

- 6.01 PURPOSE: This benefit provides disability insurance designated to provide income to Participants during periods of absence from employment because of disability.
- 6.02 ELIGIBILITY: Eligibility will be as required in Item F(2) of the Adoption Agreement.
- 6.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Item F(2) of the Adoption Agreement.

- 6.04 TERMS, CONDITIONS AND LIMITATIONS: The terms, conditions and limitations of the Disability Income Benefits offered shall be as specifically described in the Policy identified in the Adoption Agreement.
- 6.05 SECTION 104 AND 106 PLAN: It is the intention of the Employer that the premiums paid for these benefits shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan, as provided in Code Sections 104 and 106, and all provisions of this benefit plan shall be construed in a manner consistent with that intention.
- 6.06 CONTRIBUTIONS: Contributions for this benefit will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement.

SECTION VII

GROUP AND INDIVIDUAL LIFE INSURANCE PLAN

- 7.01 PURPOSE: This benefit provides group life insurance benefits to Participants and may provide certain individual policies as provided for in Item F(5) of the Adoption Agreement.
- 7.02 ELIGIBILITY: Eligibility will be as required in Item F(5) of the Adoption Agreement.
- 7.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Item F(5) of the Adoption Agreement.
- 7.04 TERMS, CONDITIONS, AND LIMITATIONS: The terms, conditions, and limitations of the group life insurance are specifically described in the Policy identified in the Adoption Agreement.
- 7.05 SECTION 79 PLAN: It is the intention of the Employer that the premiums paid for the benefits described in Item F(5) of the Adoption Agreement shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan to the extent provided in Code Section 79, and all provisions of this benefit plan shall be construed in a manner consistent with that intention.
- 7.06 CONTRIBUTIONS: Contributions for this benefit will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement. Any individual policies purchased by the Employer for the Participant will be owned by the Participant.

SECTION VIII

MEDICAL EXPENSE REIMBURSEMENT PLAN

- 8.01 PURPOSE: The Medical Expense Reimbursement Plan is designed to provide for reimbursement of Eligible Medical Expenses (as defined in Section 8.04) that are not reimbursed under an insurance plan, through damages, or from any other source. It is the intention of the Employer that amounts allocated for this benefit shall be eligible for exclusion from gross income, as provided in Code Sections 105 and 106, for Participants who elect this benefit and all provisions of this Section VIII shall be construed in a manner consistent with that intention.
- 8.02 ELIGIBILITY: The eligibility provisions are set forth in Item F(7) of the Adoption Agreement.

8.03 TERMS, CONDITIONS, AND LIMITATIONS:

- a. Accounts. The Reimbursement Recordkeeper shall establish a recordkeeping account for each Participant. The Reimbursement Recordkeeper shall maintain a record of each account on an on-going basis, increasing the balances as contributions are credited during the year and decreasing the balances as Eligible Medical Expenses are reimbursed. No interest shall be payable on amounts recorded in any Participant's account.
- b. Maximum benefit. The maximum amount of reimbursement for each Participant shall be limited to the amount of the Participant's Elective Contribution allocated to the program during the Plan Year, not to exceed the maximum amount set forth in Item F(7) of the Adoption Agreement.
- c. Claim Procedure. In order to be reimbursed for any medical expenses incurred during the Plan Year, the Participant shall complete the form(s) provided for such purpose by the Reimbursement Recordkeeper. The Participant shall submit the completed form to the Reimbursement Recordkeeper with an original bill or other proof of the expense acceptable to the Reimbursement Recordkeeper. No reimbursement shall be made on the basis of an incomplete form or inadequate evidence of expense as determined by the Reimbursement Recordkeeper. Forms for reimbursement of Eligible Medical Expenses must be submitted no later than the last day of the third month following the last day of the Plan Year during which the Eligible Medical Expenses were incurred. Reimbursement payments shall only be made to the Participant, or the Participant's legal representative in the event of incapacity or death of the Participant. Forms for reimbursement shall be reviewed in accordance with the claims procedure set forth in Section XII.
- d. Funding. The funding of the Medical Reimbursement Plan shall be through contributions by the Employer from its general assets to the extent of Elective Contributions directed by Participants. Such contributions shall be made by the Employer when benefit payments and account administrative expenses become due and payable under this Medical Expense Reimbursement Plan.
- e. Forfeiture. Subject to Section 8.06 and 8.07, any amounts remaining to the credit of the Participant at the end of the Plan Year and not used for Eligible Medical Expenses incurred during the Participant's participation during the Plan Year shall be forfeited and shall remain assets of the Plan. With respect to a Participant who terminates employment with the Employer and who has not elected to continue coverage under this Plan pursuant to COBRA rights referenced under Section 8.03(f) herein, such Participant shall not be entitled to reimbursement for Eligible Medical Expenses incurred after his termination date regardless if such Participant has any amounts of Employer Contributions remaining to his credit. Upon the death of any Participant who has any amounts of Employer Contributions remaining to his credit, a dependent of the Participant may elect to continue to claim reimbursement for Eligible Medical Expenses in the same manner as the Participant could have for the balance of the Plan Year.
- f. COBRA. To the extent required by Section 4980B of the Code and Sections 601 through 607 of ERISA ("COBRA"), a Participant and a Participant's Dependents shall be entitled to elect continued participation in this Medical Expense Reimbursement Plan only through the end of the plan year in which the qualifying event occurs, by contributing monthly (from their personal assets previously subject to taxation) to the Employer/Administrator, 102% of the amount of desired reimbursement through the end of the Plan Year in which the qualifying event occurs. Specifically, such individuals will be eligible for COBRA continuation coverage only if they

have a positive Medical Expense Reimbursement Account balance on the date of the qualifying event. Participants who have a deficit balance in their Medical Expense Reimbursement Account on the date of their qualifying event shall not be entitled to elect COBRA coverage. In lieu of COBRA, Participants may continue their coverage through the end of the current Plan Year by paying those premiums out of their last paycheck on a pre-tax basis.

- g. Nondiscrimination. Benefits provided under this Medical Expense Reimbursement Plan shall not be provided in a manner that discriminates in favor of Employees or Dependents who are highly compensated individuals, as provided under Section 105(h) of the Code and regulations promulgated thereunder.
- h. Uniform Coverage Rule. Notwithstanding that a Participant has not had withheld and credited to his account all of his contributions elected with respect to a particular Plan Year, the entire aggregate annual amount elected with respect to this Medical Expense Reimbursement Plan (increased by any Carryover to the Plan Year), shall be available at all times during such Plan Year to reimburse the participant for Eligible Medical Expenses with respect to this Medical Expense Reimbursement Plan. To the extent contributions with respect to this Medical Expense Reimbursement Plan are insufficient to pay such Eligible Medical Expenses, it shall be the Employer's obligation to provide adequate funds to cover any short fall for such Eligible Medical Expenses for a Participant; provided subsequent contributions with respect to this Medical Expense Reimbursement Plan by the Participant shall be available to reimburse the Employer for funds advanced to cover a previous short fall.
- i. Uniformed Services Employment and Reemployment Rights Act. Notwithstanding anything to the contrary herein, this Medical Expense Reimbursement Plan shall comply with the applicable provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (Public Law 103-353).
- j. Proration of Limit. In the event that the Employer has purchased a uniform coverage risk policy from the Recordkeeper, then the Maximum Coverage amount specified in Section F.7 of the Adoption Agreement shall be pro rated with respect to (i) an Employee who becomes a Participant and enters the Plan during the Plan Year, and (ii) short plan years initiated by the Employer. Such Maximum Coverage amount will be pro rated by dividing the annual Maximum Coverage amount by 12, and multiplying the quotient by the number of remaining months in the Plan Year for the new Participant or the number of months in the short Plan Year, as applicable.
- k. Continuation Coverage for Certain Dependent Children. In the event that benefits under the Medical Expense Reimbursement Plan does not qualify for the exception from the portability rules of HIPAA, then, effective for Plan Years beginning on or after October 9, 2009, notwithstanding the foregoing provisions, coverage for a Dependent child who is enrolled in the Medical Expense Reimbursement Plan as a student at a post-secondary educational institution will not terminate due to a medically necessary leave of absence before a date that is the earlier of:
 - the date that is one year after the first day of the medically necessary leave of absence; or
 - the date on which such coverage would otherwise terminate under the terms of the Plan.

For purposes of this paragraph, “medically necessary leave of absence” means a leave of absence of the child from a post-secondary educational institution, or any other change in enrollment of the child at the institution, that: (i) commences while the child is suffering from a

serious illness or injury; (ii) is medically necessary; and (iii) causes the child to lose student status for purposes of coverage under the terms of the Plan. A written certification must be provided by a treating physician of the dependent child to the Plan in order for the continuation coverage requirement to apply. The physician's certification must state that the child is suffering from a serious illness or injury and that the leave of absence (or other change in enrollment) is medically necessary.

8.04 ELIGIBLE MEDICAL EXPENSES:

- a. Eligible Medical Expense in General. The phrase 'Eligible Medical Expense' means any expense incurred by a Participant or any of his Dependents (subject to the restrictions in Sections 8.04(b) and (c)) during a Plan Year that (i) qualifies as an expense incurred by the Participant or Dependents for medical care as defined in Code Section 213(d) and meets the requirements outlined in Code Section 125, (ii) is excluded from gross income of the Participant under Code Section 105(b), and (iii) has not been and will not be paid or reimbursed by any other insurance plan, through damages, or from any other source. Notwithstanding the above, capital expenditures are not Eligible Medical Expenses under this Plan.
- b. Expenses Incurred After Commencement of Participation. Only medical care expenses incurred by a Participant or the Participant's Dependent(s) on or after the date such Participant commenced participation in the Medical Expense Reimbursement Plan shall constitute an Eligible Medical Expense.
- c. Eligible Expenses Incurred by Dependents. For purposes of this Section, Eligible Medical Expenses incurred by Dependents defined in Section 2.04(c) are eligible for reimbursement if incurred after March 30, 2010; Eligible Medical Expenses incurred by Dependents defined in Sections 2.04(a) and (b) are eligible for reimbursement if incurred either before or after March 30, 2010 (subject to the restrictions of Section 8.04(b)).
- d. Health Savings Accounts. If the Employer has elected in Item F.8 of the Adoption Agreement to allow Eligible Employees to contribute to Health Savings Accounts under the Plan, then for a Participant who is eligible for and elects to contribute to a Health Savings Accounts, Eligible Medical Expenses shall be limited as set forth in Item F.8 of the Adoption Agreement.

8.05 USE OF DEBIT CARD: In the event that the Employer elects to allow the use of debit cards ("Debit Cards") for reimbursement of Eligible Medical Expenses under the Medical Expense Reimbursement Plan, the provisions described in this Section shall apply.

- a. Substantiation. The following procedures shall be applied for purposes of substantiating claimed Eligible Medical Expenses after the use of a Debit Card to pay the claimed Eligible Medical Expense:
 - (i) If the dollar amount of the transaction at a health care provider equals the dollar amount of the co-payment for that service under the Employer's major medical plan of the specific employee-cardholder, the charge is fully substantiated without the need for submission of a receipt or further review.
 - (ii) If the merchant, service provider, or other independent third-party (e.g., pharmacy benefit manager), at the time and point of sale, provides information to

verify to the Recordkeeper (including electronically by e-mail, the internet, intranet, or telephone) that the charge is for a medical expense, the charge is fully substantiated without the need for submission of a receipt or further review.

- b. Status of Charges. All charges to a Debit Card, other than co-payments and real-time substantiation as described in Subsection (a) above, are treated as conditional pending confirmation of the charge, and additional third-party information, such as merchant or service provider receipts, describing the service or product, the date of the service or sale, and the amount, must be submitted for review and substantiation.
- c. Correction Procedures for Improper Payments. In the event that a claim has been reimbursed and is subsequently identified as not qualifying for reimbursement, one or all of the following procedures shall apply:
 - (i) First, upon the Recordkeeper's identification of the improper payment, the Eligible Employee will be required to pay back to the Plan an amount equal to the improper payment.
 - (ii) Second, where the Eligible Employee does not pay back to the Plan the amount of the improper payment, the Employer will have the amount of the improper payment withheld from the Eligible Employee's wages or other compensation to the extent consistent with applicable law.
 - (iii) Third, if the improper payment still remains outstanding, the Plan may utilize a claim substitution or offset approach to resolve improper claims payments.
 - (iv) If the above correction efforts prove unsuccessful, or are otherwise unavailable, the Eligible Employee will remain indebted to the Employer for the amount of the improper payment. In that event and consistent with its business practices, the Employer may treat the payment as it would any other business indebtedness.
 - (v) In addition to the above, the Employer and the Plan may take other actions they may deem necessary, in their sole discretion, to ensure that further violations of the terms of the Debit Card do not occur, including, but not limited to, denial of access to the Debit Card until the indebtedness is repaid by the Eligible Employee.
- d. Intent to Comply with Rev. Rul. 2003-43. It is the Employer's intent that any use of Debit Cards to pay Eligible Medical Expenses shall comply with the guidelines for use of such cards set forth in Rev. Rul. 2003-43, and this Section 8.05 shall be construed and interpreted in a manner necessary to comply with such guidelines.

8.06 GRACE PERIOD: If the Employer elects in Section F.7 of the Adoption Agreement to permit a Grace Period with respect to the Medical Reimbursement Plan, the provisions of this Section 8.06 shall apply. Notwithstanding anything to the contrary herein and in accordance with Internal Revenue Service Notice 2005-42, a Participant who has unused contributions relating to the Medical Reimbursement Plan from the immediately preceding Plan Year, and who incurs Eligible Medical Expenses for such qualified benefit during the Grace Period, may be paid or reimbursed for those Eligible Medical Expenses from the unused contributions as if the expenses had been incurred in the immediately preceding Plan Year. For purposes of this Section, 'Grace Period' shall mean the period extending to the 15th day of the third calendar month after the end of the immediately preceding Plan Year to which it relates. Eligible

Medical Expenses incurred during the Grace Period shall be reimbursed first from unused contributions allocated to the Medical Reimbursement Plan for the prior Plan Year, and then from unused contributions for the current Plan Year, if participant is enrolled in current Plan Year.

- 8.07 CARRYOVER: If the Employer elects in Section F.7 of the Adoption Agreement to permit a Carryover with respect to the Medical Reimbursement Plan, the provisions of this Section 8.07 shall apply. Notwithstanding anything to the contrary herein and in accordance with Internal Revenue Service Notice 2013-71, the Carryover for a Participant who has an amount remaining unused as of the end of the run-off period for the Plan Year, may be used to pay or reimburse Eligible Medical Expenses during the following entire Plan Year. The Carryover does not count against or otherwise affect the Maximum benefit set forth in Section 8.03 (b). Eligible Medical Expenses incurred during a Plan Year shall be reimbursed first from unused contributions for the current Plan Year, and then from any Carryover carried over from the preceding Plan Year. Any unused amounts from the prior Plan Year that are used to reimburse a current Plan Year expense (a) reduce the amounts available to pay prior Plan Year expenses during the run-off period, (b) must be counted against any Carryover amount from the prior Plan Year, and (c) cannot exceed the maximum Carryover from the prior Plan Year. If the Employer elects to apply Section 8.06 in Section F.7 of the Adoption Agreement, this Section 8.07 shall not apply.
- 8.08 QUALIFIED RESERVIST DISTRIBUTIONS: Notwithstanding anything in the Plan to the contrary, an individual who, by reason of being a member of a reserve component (as defined in 37 U.S.C. § 101), is ordered or called to active duty for a period in excess of 179 days or for an indefinite period may elect to receive a distribution of all or a portion of the unused Elective Contributions in his or her Account relating to the Medical Expense Reimbursement Plan if the distribution is made during the period beginning on the date of such order or call and ending on the last date that reimbursements could otherwise be made under the Plan for the Plan Year that includes the date of such order or call. If the distribution is for the entire amount of unused Elective Contributions available in the Medical Expense Reimbursement Plan, then no additional reimbursement requests will be processed for the remainder of the Plan Year.

SECTION IX

DEPENDENT CARE REIMBURSEMENT PLAN

- 9.01 PURPOSE: The Dependent Care Reimbursement Plan is designed to provide for reimbursement of certain employment-related dependent care expenses of the Participant. It is the intention of the Employer that amounts allocated for this benefit shall be eligible for exclusion from gross income, as provided in Code Section 129, for Participants who elect this benefit, and all provisions of this Section IX shall be construed in a manner consistent with that intention.
- 9.02 ELIGIBILITY: The eligibility provisions are set forth in Item F(6) of the Adoption Agreement.
- 9.03 TERMS, CONDITIONS, AND LIMITATIONS:
- a. Accounts. The Reimbursement Recordkeeper shall establish a recordkeeping account for each Participant. The Reimbursement Recordkeeper shall maintain a record of each account on an on-going basis, increasing the balances as contributions are credited during the year and decreasing the balances as Eligible Dependent Care Expenses are reimbursed. No interest shall be payable on amounts recorded in any Participant's account.

- b. Maximum Benefit. The maximum amount of reimbursement for each Participant shall be limited to the amount of the Participant's allocation to the program during the Plan Year not to exceed the maximum amount set forth in Item F(6) of the adoption agreement.

For purpose of this Section IX, the phrase "earned income" shall mean wages, salaries, tips and other employee compensation, but only if such amounts are includible in gross income for the taxable year. A Participant's spouse who is physically or mentally incapable of self-care as described in Section 9.04(a)(ii) or a spouse who is a full-time student within the meaning of Code Section 21(e)(7) shall be deemed to have earned income for each month in which such spouse is so disabled (or a full-time student). The amount of such deemed earned income shall be \$250 per month in the case of one Dependent and \$500 per month in the case of two or more Dependents.

- c. Claim Procedure. In order to be reimbursed for any dependent care expenses incurred during the Plan Year, the Participant shall complete the form(s) provided for such purpose by the Reimbursement Recordkeeper. The Participant shall submit the completed form to the Reimbursement Recordkeeper with an original bill or other proof of the expense from an independent third party acceptable to the Reimbursement Recordkeeper. No reimbursement shall be made on the basis of an incomplete form or inadequate evidence of the expense as determined by the Reimbursement Recordkeeper. Claims for reimbursement of Eligible Dependent Care Expenses must be submitted no later than the last day of the third month following the last day of the Plan Year during which the Eligible Dependent Care Expenses were incurred. Reimbursement payments shall only be made to the Participant, or the Participant's legal representative in the event of the incapacity or death of the Participant. Forms for reimbursement shall be reviewed in accordance with the claims procedure set forth in Section XII.
- d. Funding. The funding of the Dependent Care Reimbursement Plan shall be through contributions by the Employer from its general assets to the extent of Elective Contributions directed by Participants. Such contributions shall be made by the Employer when benefit payments and account administration expenses become due and payable under this Dependent Care Expense Reimbursement Plan.
- e. Forfeiture. Any amounts remaining to the credit of the Participant at the end of the Plan Year and not used for Eligible Dependent Care Expenses incurred during the Plan Year shall be forfeited and remain assets of the Plan.
- f. Nondiscrimination. Benefits provided under this Dependent Care Reimbursement Plan shall not be provided in a manner that discriminates in favor of Highly Compensated Employees (as defined in Code Section 414(q)) or their dependents, as provided in Code Section 129. In addition, no more than 25 percent of the aggregate Eligible Dependent Care Expenses shall be reimbursed during a Plan Year to five percent owners, as provided in Code Section 129.

9.04 DEFINITIONS:

- a. "Dependent" (for purposes of this Section IX) means any individual who is:
 - (i) a Participant's qualifying child (as defined in Code Section 152 (c)) who has not attained the age of 13; or

- (ii) a dependent (qualifying child or qualifying relative, as defined in Code Section 152 (c) and (d), respectively) or the spouse of a Participant who is physically or mentally incapable of self-care, and who has the same principal place of abode as the taxpayer for more than half of the taxable year. For purposes of this Dependent Care Reimbursement Plan, an individual shall be considered physically or mentally incapable of self-care if, as a result of a physical or mental defect, the individual is incapable of caring for his or her hygienic or nutritional needs, or requires full-time attention of another person for his or her own safety or the safety of others.
- b. "Dependent Care Center" (for purposes of this Section IX) shall be a facility which:
 - (i) provides care for more than six individuals (other than individuals who reside at the facility);
 - (ii) receives a fee, payment, or grant for providing services for any of the individuals (regardless of whether such facility is operated for profit); and
 - (iii) satisfies all applicable laws and regulations of a state or unit of local government.
- c. "Eligible Dependent Care Expenses" (for purposes of this Section IX) shall mean expenses incurred by a Participant which are:
 - (i) incurred for the care of a Dependent of the Participant or for related household services;
 - (ii) paid or payable to a Dependent Care Service Provider; and
 - (iii) incurred to enable the Participant to be gainfully employed for any period for which there are one or more Dependents with respect to the Participant.

"Eligible Dependent Care Expenses" shall not include expenses incurred for services outside the Participant's household for the care of a Dependent unless such Dependent is (i) a qualifying child (as defined in Code Section 152 (c)) under the age of 13, or (ii) a dependent (qualifying child or qualifying relative, as defined in Code Section 152 (c) and (d), respectively)), who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than half of the taxable year, or (iii) the spouse of a Participant who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than half of the taxable year. Eligible Dependent Care Expenses shall be deemed to be incurred at the time the services to which the expenses relate are rendered.
- d. "Dependent Care Service Provider" (for purposes of this Section IX) means:
 - (i) a Dependent Care Center, or
 - (ii) a person who provides care or other services described in Section 9.04(b) and who is not a related individual described in Section 129(c) of the Code.

SECTION X

HEALTH SAVINGS ACCOUNTS

- 10.01 PURPOSE: If elected by the Employer in Section F.8 of the Adoption Agreement, the Plan will permit pre-tax contributions to the Health Savings Account, and the provisions of this Article X shall apply.
- 10.02 BENEFITS: A Participant can elect benefits under the Health Savings Accounts portion of this Plan by electing to pay his or her Health Savings Account contributions on a pre-tax salary reduction basis. In

addition, the Employer may make contributions to the Health Savings Account for the benefit of the Participant.

10.03 TERMS, CONDITIONS AND LIMITATION:

- a. Maximum Benefit. The maximum annual contributions that may be made to a Participant's Health Savings Account under this Plan is set forth in Section F.8 of the Adoption Agreement.
- b. Mid-Year Election Changes. Notwithstanding any to the contrary herein, a Participant election with respect to contributions for the Health Savings Account shall be revocable during the duration of the Plan Year to which the election relates. Consequently, a Participant may change his or her election with respect to contributions for the Health Savings Account at any time.

10.04 RESTRICTIONS ON MEDICAL REIMBURSEMENT PLAN: If the Employer has elected in Section F.8 of the Adoption Agreement both Health Savings Accounts under this Plan and the Medical Expense Reimbursement Plan, then the Eligible Medical Expenses that may be reimbursed under the Medical Reimbursement Plan for Participants who are eligible for and elect to participate in Health Savings Accounts shall be limited as set forth in Section F.8 of the Adoption Agreement.

10.05 NO ESTABLISHMENT OF ERISA PLAN: It is the intent of the Employer that the establishment of Health Savings Accounts are completely voluntary on the part of Participants, and that, in accordance with Department of Labor Field Assistance Bulletin 2004-1, the Health Savings Accounts are not "employee welfare benefit plans" for purposes of Title I of ERISA.

SECTION XI

AMENDMENT AND TERMINATION

- 11.01 AMENDMENT:** The Employer shall have the right at any time, and from time to time, to amend, in whole or in part, any or all of the provisions of this Plan, provided that no such amendment shall change the terms and conditions of payment of any benefits to which Participants and covered dependents otherwise have become entitled to under the provisions of the Plan, unless such amendment is made to comply with federal or local laws or regulations. The Employer also shall have the right to make any amendment retroactively which is necessary to bring the Plan into conformity with the Code. In addition, the Employer may amend any provisions or any supplements to the Plan and may merge or combine supplements or add additional supplements to the Plan, or separate existing supplements into an additional number of supplements.
- 11.02 TERMINATION:** The Employer shall have the right at any time to terminate this Plan, provided that such termination shall not eliminate any obligations of the Employer which therefore have arisen under the Plan.

SECTION XII

ADMINISTRATION

12.01 NAMED FIDUCIARIES: The Administrator shall be the fiduciary of the Plan.

- 12.02 APPOINTMENT OF RECORDKEEPER: The Employer may appoint a Reimbursement Recordkeeper which shall have the power and responsibility of performing recordkeeping and other ministerial duties arising under the Medical Expense Reimbursement Plan and the Dependent Care Reimbursement Plan provisions of this Plan. The Reimbursement Recordkeeper shall serve at the pleasure of, and may be removed by, the Employer without cause. The Recordkeeper shall receive reasonable compensation for its services as shall be agreed upon from time to time between the Administrator and the Recordkeeper.
- 12.03 POWERS AND RESPONSIBILITIES OF ADMINISTRATOR:
- a. General. The Administrator shall be vested with all powers and authority necessary in order to amend and administer the Plan, and is authorized to make such rules and regulations as it may deem necessary to carry out the provisions of the Plan. The Administrator shall determine any questions arising in the administration (including all questions of eligibility and determination of amount, time and manner of payments of benefits), construction, interpretation and application of the Plan, and the decision of the Administrator shall be final and binding on all persons.
 - b. Recordkeeping. The Administrator shall keep full and complete records of the administration of the Plan. The Administrator shall prepare such reports and such information concerning the Plan and the administration thereof by the Administrator as may be required under the Code or ERISA and the regulations promulgated thereunder.
 - c. Inspection of Records. The Administrator shall, during normal business hours, make available to each Participant for examination by the Participant at the principal office of the Administrator a copy of the Plan and such records of the Administrator as may pertain to such Participant. No Participant shall have the right to inquire as to or inspect the accounts or records with respect to other Participants.
- 12.04 COMPENSATION AND EXPENSES OF ADMINISTRATOR: The Administrator shall serve without compensation for services as such. All expenses of the Administrator shall be paid by the Employer. Such expenses shall include any expense incident to the functioning of the Plan, including, but not limited to, attorneys' fees, accounting and clerical charges, actuary fees and other costs of administering the Plan.
- 12.05 LIABILITY OF ADMINISTRATOR: Except as prohibited by law, the Administrator shall not be liable personally for any loss or damage or depreciation which may result in connection with the exercise of duties or of discretion hereunder or upon any other act or omission hereunder except when due to willful misconduct. In the event the Administrator is not covered by fiduciary liability insurance or similar insurance arrangements, the Employer shall indemnify and hold harmless the Administrator from any and all claims, losses, damages, expenses (including reasonable counsel fees approved by the Administrator) and liability (including any reasonable amounts paid in settlement with the Employer's approval) arising from any act or omission of the Administrator, except when the same is determined to be due to the willful misconduct of the Administrator by a court of competent jurisdiction.
- 12.06 DELEGATIONS OF RESPONSIBILITY: The Administrator shall have the authority to delegate, from time to time, all or any part of its responsibilities under the Plan to such person or persons as it may deem advisable and in the same manner to revoke any such delegation of responsibilities which shall have the same force and effect for all purposes hereunder as if such action had been taken by the Administrator. The Administrator shall not be liable for any acts or omissions of any such delegate. The delegate shall report periodically to the Administrator concerning the discharge of the delegated responsibilities.

- 12.07 RIGHT TO RECEIVE AND RELEASE NECESSARY INFORMATION: The Administrator may release or obtain any information necessary for the application, implementation and determination of this Plan or other Plans without consent or notice to any person. This information may be released to or obtained from any insurance company, organization, or person subject to applicable law. Any individual claiming benefits under this Plan shall furnish to the Administrator such information as may be necessary to implement this provision.
- 12.08 CLAIM FOR BENEFITS: To obtain payment of any benefits under the Plan a Participant must comply with the rules and procedures of the particular benefit program elected pursuant to this Plan under which the Participant claims a benefit.
- 12.09 GENERAL CLAIMS REVIEW PROCEDURE: This provision shall apply only to the extent that a claim for benefits is not governed by a similar provision of a benefit program available under this Plan or is not governed by Section 12.10.

- a. Initial Claim for Benefits. Each Participant may submit a claim for benefits to the Administrator as provided in Section 12.08. A Participant shall have no right to seek review of a denial of benefits, or to bring any action in any court to enforce a claim for benefits prior to his filing a claim for benefits and exhausting his rights to review under this section.

When a claim for benefits has been filed properly, such claim for benefits shall be evaluated and the claimant shall be notified of the approval or the denial within (90) days after the receipt of such claim unless special circumstances require an extension of time for processing the claim. If such an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the termination of the initial ninety (90) day period which shall specify the special circumstances requiring an extension and the date by which a final decision will be reached (which date shall not be later than one hundred and eighty (180) days after the date on which the claim was filed.) A claimant shall be given a written notice in which the claimant shall be advised as to whether the claim is granted or denied, in whole or in part. If a claim is denied, in whole or in part, the claimant shall be given written notice which shall contain (a) the specific reasons for the denial, (b) references to pertinent plan provisions upon which the denial is based, (c) a description of any additional material or information necessary to perfect the claim and an explanation of why such material or information is necessary, and (d) the claimant's rights to seek review of the denial.

- b. Review of Claim Denial. If a claim is denied, in whole or in part, the claimant shall have the right to request that the Administrator review the denial, provided that the claimant files a written request for review with the Administrator within sixty (60) days after the date on which the claimant received written notification of the denial. A claimant (or his duly authorized representative) may review pertinent documents and submit issues and comments in writing to the Administrator. Within sixty (60) days after a request is received, the review shall be made and the claimant shall be advised in writing of the decision on review, unless special circumstances require an extension of time for processing the review, in which case the claimant shall be given a written notification within such initial sixty (60) day period specifying the reasons for the extension and when such review shall be completed (provided that such review shall be completed within one hundred and twenty (120) days after the date on which the request for review was filed.) The decision on review shall be forwarded to the claimant in writing and shall include specific reasons for the decision and references to plan provisions upon which the decision is based. A decision on review shall be final and binding on all persons.

- c. Exhaustion of Remedies. If a claimant fails to file a request for review in accordance with the procedures herein outlined, such claimant shall have no rights to review and shall have no right to bring action in any court and the denial of the claim shall become final and binding on all persons for all purposes.

12.10 SPECIAL CLAIMS REVIEW PROCEDURE: The provisions of this Section 12.10 shall be applicable to claims under the Medical Expense Reimbursement Plan and the Group Medical Insurance Plan, effective on the first day of the first Plan Year beginning on or after July 1, 2002, but in no event later than January 1, 2003, provided such plans are subject to ERISA.

- a. Benefit Denials: The Administrator is responsible for evaluating all claims for reimbursement under the Medical Expense Reimbursement Plan and the Group Medical Insurance Plan.

The Administrator will decide a Participant's claim within a reasonable time not longer than 30 days after it is received. This time period may be extended for an additional 15 days for matters beyond the control of the Administrator, including in cases where a claim is incomplete. The Participant will receive written notice of any extension, including the reasons for the extension and information on the date by which a decision by the Administrator is expected to be made. The Participant will be given 45 days in which to complete an incomplete claim. The Administrator may secure independent medical or other advice and require such other evidence as it deems necessary to decide the claim.

If the Administrator denies the claim, in whole or in part, the Participant will be furnished with a written notice of adverse benefit determination setting forth:

1. the specific reason or reasons for the denial;
 2. reference to the specific Plan provision on which the denial is issued;
 3. a description of any additional material or information necessary for the Participant to complete his claim and an explanation of why such material or information is necessary, and
 4. appropriate information as to the steps to be taken if the Participant wishes to appeal the Administrator's determination, including the participant's right to submit written comments and have them considered, his right to review (on request and at no charge) relevant documents and other information, and his right to file suit under ERISA with respect to any adverse determination after appeal of his claim.
- b. Appealing Denied Claims: If the Participant's claim is denied in whole or in part, he may appeal to the Administrator for a review of the denied claim. The appeal must be made in writing within 180 days of the Administrator's initial notice of adverse benefit determination, or else the participant will lose the right to appeal the denial. If the Participant does not appeal on time, he will also lose his right to file suit in court, as he will have failed to exhaust his internal administrative appeal rights, which is generally a prerequisite to bringing suit.

A Participant's written appeal should state the reasons that he feels his claim should not have been denied. It should include any additional facts and/or documents that the Participant feels support his claim. The Participant may also ask additional questions and make written comments, and may review (on request and at no charge) documents and other information

relevant to his appeal. The Administrator will review all written comment the Participant submits with his appeal.

- c. Review of Appeal: The Administrator will review and decide the Participant's appeal within a reasonable time not longer than 60 days after it is submitted and will notify the Participant of its decision in writing. The individual who decides the appeal will not be the same individual who decided the initial claim denial and will not be that individual's subordinate. The Administrator may secure independent medical or other advice and require such other evidence as it deems necessary to decide the appeal, except that any medical expert consulted in connection with the appeal will be different from any expert consulted in connection with the initial claim. (The identity of a medical expert consulted in connection with the Participant's appeal will be provided.) If the decision on appeal affirms the initial denial of the Participant's claim, the Participant will be furnished with a notice of adverse benefit determination on review setting forth:

1. The specific reason(s) for the denial,
2. The specific Plan provision(s) on which the decision is based,
3. A statement of the Participant's right to review (on request and at no charge) relevant documents and other information,
4. If the Administrator relied on an "internal rule, guideline, protocol, or other similar criterion" in making the decision, a description of the specific rule, guideline, protocol, or other similar criterion or a statement that such a rule, guideline, protocol, or other similar criterion was relied on and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to the Participant upon request," and
5. A statement of the Participant's right to bring suit under ERISA § 502(a).

12.11 PAYMENT TO REPRESENTATIVE: In the event that a guardian, conservator or other legal representative has been duly appointed for a Participant entitled to any payment under the Plan, any such payment due may be made to the legal representative making claim therefor, and such payment so made shall be in complete discharge of the liabilities of the Plan therefor and the obligations of the Administrator and the Employer.

12.12 PROTECTED HEALTH INFORMATION. The provisions of this Section will apply only to those portions of the Plan that are considered a group health plan for purposes of 45 CFR Parts 160 and 164. The Plan may disclose PHI to employees of the Employer, or to other persons, only to the extent such disclosure is required or permitted pursuant to 45 CFR Parts 160 and 164. The Plan has implemented administrative, physical, and technical safeguards to reasonably and appropriately protect, and restrict access to and use of, electronic PHI, in accordance with Subpart C of 45 CFR Part 164. The applicable claims procedures under the Plan shall be used to resolve any issues of non-compliance by such individuals. The Employer will:

- not use or disclose PHI other than as permitted or required by the plan documents and permitted or required by law;
- reasonably and appropriately safeguard electronic PHI created, received, maintained, or transmitted to or by the it on behalf of the Plan, in accordance with Subpart C of 45 CFR Part 164;

- implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the Plan;
- ensure that any agents including a subcontractors to whom it provides PHI received from the Plan agree to the same restrictions and conditions that apply to the Employer with respect to such information;
- not use or disclose PHI for employment-related actions and decisions or in connection with any other employee benefit plan of the Employer;
- report to the Plan any use or disclosure of the information that is inconsistent with the permitted uses or disclosures provided for of which it becomes aware;
- make available PHI in accordance with 45 CFR Section 164.524;
- make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 CFR Section 164.526;
- make available the information required to provide an accounting of disclosures in accordance with 45 CFR Section 164.528;
- make its internal practices, books, and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of Health and Human Services or his designee upon request for purposes of determining compliance with 45 CFR Section 164.504(f);
- if feasible, return or destroy all PHI received from the Plan that the Employer still maintains in any form and retain no copies of such information when no longer needed for the purposes for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and,
- ensure that the adequate separation required in paragraph (f)(2)(iii) of 45 CFR Section 164.504 is established.

For purposes of this Section, “PHI” is “Protected Health Information” as defined in 45 CFR Section 160.103, which means individually identifiable health information, except as provided in paragraph (2) of the definition of “Protected Health Information” in 45 CFR Section 160.103, that is transmitted by electronic media; maintained in electronic media; or transmitted or maintained in any other form or medium by a covered entity, as defined in 45 CFR Section 164.104.

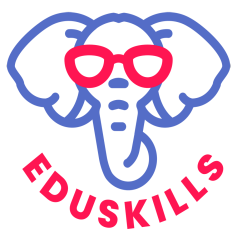
SECTION XIII

MISCELLANEOUS PROVISIONS

- 13.01 **INABILITY TO LOCATE PAYEE:** If the Plan Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because it cannot ascertain the identity or whereabouts of such Participant or other person after reasonable efforts have been made to identify or locate such person, then such payment and all subsequent payments otherwise due to such Participant or other person shall be forfeited following a reasonable time after the date any such payment first became due.
- 13.02 **FORMS AND PROOFS:** Each Participant or Participant's Beneficiary eligible to receive any benefit hereunder shall complete such forms and furnish such proofs, receipts, and releases as shall be required by the Administrator.
- 13.03 **NO GUARANTEE OF TAX CONSEQUENCES:** Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant or a Dependent

under the Plan will be excludable from the Participant's or Dependent's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant or Dependent.

- 13.04 PLAN NOT CONTRACT OF EMPLOYMENT: The Plan will not be deemed to constitute a contract of employment between the Employer and any Participant nor will the Plan be considered an inducement for the employment of any Participant or employee. Nothing contained in the Plan will be deemed to give any Participant or employee the right to be retained in the service of the Employer nor to interfere with the right of the Employer to discharge any Participant or employee at any time regardless of the effect such discharge may have upon that individual as a Participant in the Plan.
- 13.05 NON-ASSIGNABILITY: No benefit under the Plan shall be liable for any debt, liability, contract, engagement or tort of any Participant or his Beneficiary, nor be subject to charge, anticipation, sale, assignment, transfer, encumbrance, pledge, attachment, garnishment, execution or other voluntary or involuntary alienation or other legal or equitable process, nor transferability by operation of law.
- 13.06 SEVERABILITY: If any provision of the Plan will be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions hereof will continue to be fully effective.
- 13.07 CONSTRUCTION:
- a. Words used herein in the masculine or feminine gender shall be construed as the feminine or masculine gender, respectively where appropriate.
 - b. Words used herein in the singular or plural shall be construed as the plural or singular, respectively, where appropriate.
- 13.08 NONDISCRIMINATION: In accordance with Code Section 125(b)(1), (2), and (3), this Plan is intended not to discriminate in favor of Highly Compensated Participants (as defined in Code Section 125(e)(1)) as to contributions and benefits nor to provide more than 25% of all qualified benefits to Key Employees. If, in the judgment of the Administrator, more than 25% of the total nontaxable benefits are provided to Key Employees, or the Plan discriminates in any other manner (or is at risk of possible discrimination), then, notwithstanding any other provision contained herein to the contrary, and, in accordance with the applicable provisions of the Code, the Administrator shall, after written notification to affected Participants, reduce or adjust such contributions and benefits under the Plan as shall be necessary to insure that, in the judgment of the Administrator, the Plan shall not be discriminatory.
- 13.09 ERISA. The Plan shall be construed, enforced, and administered and the validity determined in accordance with the applicable provisions of the Employee Retirement Income Security Act of 1974 (as amended), the Internal Revenue Code of 1986 (as amended), and the laws of the State indicated in the Adoption Agreement. Notwithstanding anything to the contrary herein, the provisions of ERISA will not apply to this Plan if the Plan is exempt from coverage under ERISA. Should any provisions be determined to be void, invalid, or unenforceable by any court of competent jurisdiction, the Plan will continue to operate, and for purposes of the jurisdiction of the court only will be deemed not to include the provision determined to be void.



Quote

Quote# Q26-1177

EduSkills LLC

10400 Vineyard Blvd., Suite F
Oklahoma City, Oklahoma 73120
405-879-9898 | kyla@eduskills.us

Bill To
Boise City Public Schools
P. O. Box 1116
Boise City, OK 73933-1116

Quote Date : 04.08.2026
Service Starts: : Upon Purchase Order Receipt
Service Start Date : 07.01.2026
Service Period Through : 06.30.2027

Subject :
Eduskills Invoice 2026-2027 School Year

#	Item & Description	Qty	Rate	Amount
1	CR - Classroom Instructional Support Support classroom teachers with individualized language learning plans, recommended classroom modification, and assessment trends that guide data informed instructional decisions and targeted intervention.	2.10 day(s)	2,200.00	4,620.00
			Sub Total	4,620.00
			Total	\$4,620.00

Notes

We appreciate the opportunity to serve your team!

Terms & Conditions

Please accept this quote and submit a Purchase Order to EduSkills. We will then send an invoice and activate your service.

We reserve the right to change our pricing structure at any time prior to quote acceptance.

Dr. J. Taylor Tribble, President

Board of Directors

Terry Davidson,
Chairman
Finance Director:
Comanche Schools

Dr. John Cox,
Treasurer
Superintendent:
Peggs Schools

Sherry Durkee,
Vice Chairman
Superintendent:
Sand Springs
Schools

Shelley Free
Secretary
Superintendent:
Kiamichi Technology
Center

Jeremy Hogan,
Member
Superintendent:
Collinsville Schools

Jeff Daugherty,
Member
Superintendent:
Merritt Schools

Jason Lindley,
Member
Superintendent:
Hartshorne Schools

Laura Sprouse,
Member
Select Actuarial
Services

Steve Moyer,
Member
Shelter Insurance

Executive Director

Rick Thomas

May 26, 2026

Cory Smith
Boise City ISD
P O Box 1116
Boise City, OK 73933

RE: Membership Proposal Effective 7/1/2026

Dear Cory Smith:

We are very pleased to provide you with the attached proposal for insurance coverages with Oklahoma Schools Insurance Group (OSIG).

OSIG is not a conventional insurance program. We are a public entity in the state of Oklahoma formed by an Interlocal Agreement and made up of member public school districts. Our organization is non-profit, **member owned** and controlled by a board of your peers. Our sole mission is to serve our member schools. Our promise is to provide quality insurance coverage and superior service at stable pricing. We are pleased that 541 school districts are members of OSIG. Our membership is strong and committed.

OSIG's financial position is excellent. No other Oklahoma school insurance program can provide you with this security. Our organization is continuously growing, improving and looking for new ways to serve Oklahoma schools. The group purchasing power of OSIG and a non-profit structure provides competitive insurance rates even in tough financial times.

Included in this proposal is information on OSIG's financial condition and summaries of enhanced coverages that only OSIG provides.

For the 2026-2027 plan year, we are requiring the resolution to be signed by the member's Board of Education and returned to OSIG before close of business 6/30/2026 in order to bind coverage effective 7/1/2026. **Coverage will not be bound if resolution letter is not received by June 30, 2026**

Loss control, risk management services and specialized insurance coverages included in OSIG program are:

- Enhanced Property and Liability Coverage
- Cyber Liability, Crime, Pollution, Deadly Weapons Protection
- Loss Control Site Surveys/Safety Inspections
- Vector Solutions online training platform
- On Site Appraisal Service
- StopIt Anonymous Incident Reporting mobile and web app
- Helix Intel

Sincerely,
OSIG Program Administration
Cc: Farmer Independent Agency

Boise City ISD
P O Box 1116
Boise City, OK 73933

This is not an invoice.

Breakdown of Insurance Cost

Annual Premium Breakdown	
Property:	\$159,356
Boiler & Machinery:	\$643
Auto Physical Damage:	\$7,227
General Liability:	\$2,112
Auto Liability:	\$2,818
Educators Legal:	\$2,115
Excess Liability	\$0
Total Annual:	\$174,271

Excess Liability Options	
\$1 Million Excess	
Coverage:	\$337
Total Proposal:	\$174,608
\$2 Million Excess	
Coverage:	\$569
Total Proposal:	\$174,840
\$3 Million Excess	
Coverage:	\$782
Total Proposal:	\$175,053

Your historical billed premiums, total insured values and loss information are shown in the charts below.

Year	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
Total Values	\$16,997,427	\$26,458,150	\$26,528,792	\$28,584,143	\$30,211,222	\$31,049,005
Premium	\$65,728	\$83,572	\$137,160	\$172,730	\$180,294	\$166,508

Number of Claims	Insurance Cost Paid to OSIG (With Endorsements)	Incurred Claims	Loss Ratio
10	\$805,817	\$472,822	59%

Your losses are considered in the calculation of the cost of your insurance. Your dedication to maintaining your property and providing safe campuses and community will result in savings in the cost of your insurance.

Payment Terms

Payment of the insurance cost is due the effective date of your coverage. A copy of your purchase order encumbering funds for payment of your insurance should be provided to OSIG as soon as available. A full pay or three (3) payment plan option is available.

Full Pay			Three Pay		
Installment #1	Total Amount	Due 7/1/2026	Installment #1	1/3 of Total	Due 7/1/2026
			Installment #2	1/3 of Total	Due 8/1/2026
			Installment #3	1/3 of Total	Due 9/1/2026

Coverages

OSIG provides a full range of property and liability coverages with the exception of workers compensation.

Property

- Full Replacement Cost— except roofs over 15 years old and Autos, Contractors Equipment and DRO adjusted at ACV or buildings designated as ACV or *Stated Value
- No Coinsurance Clause
- Exclusion— Cosmetic loss to metal roof coverings caused by hail
- Real And Personal Property— Limit Per Occurrence \$2,000,000,000
- Building— Margin Clause 125% of scheduled limits per statement of value
- Business Personal Property— blanket coverage per statement of values, including:
 - Electronic Data Processing Equipment and Media
 - Accounts Receivable
 - Valuable Papers
 - Fine Arts
 - Miscellaneous Property
 - Miscellaneous Unnamed/Undescribed Property
 - Builder's Risk
(Note: all builder's risk projects must be reported to OSIG— frame projects are subject to approval)
 - Outdoor Property— covered all perils
 - Extra Expense
 - Business Income Including Rental Income and Tuition Income
 - Ordinance or Law Including Increased Cost of Construction and Demolition
 - Contractor's Equipment Coverage
 - Debris Removal Coverage
 - Covered Property in Transit
 - Personal Property of Others/Officers/Employees
 - Off Premises Services Interruption Including Extra Expense
 - Vehicle damage
- Newly acquired property coverage— newly aquired property should be reported to OSIG within 30 days of acquisition. \$25,000,000
- Earthquake, volcanic eruption— aggregate any one policy year \$10,000,000
- Flood— aggregate any one policy year \$25,000,000
(Note: Flood Zones A and V are excluded)
- Terrorism \$500,000,000
- Pollution Liability included
- Boiler And Machinery Coverage— any one occurrence \$200,000,000

Please refer to the attached property and automobile schedules for your school district's limits of insurance for Building, Contents, Extra Expense, Miscellaneous Property, EDP, Earthquake, Flood and Automobile Physical Damage coverage.

Deductibles **Optional increased deductible quotations are available upon request.**

- \$25,000 Property deductible per occurrence
- \$25,000 Property deductible per occurrence: windstorm/hail
- \$10,000 Terrorism deductible per occurrence
- \$50,000 Flood, earthquake and pollution
- \$1,000 Boiler/machinery deductible per occurrence

General Liability

- \$2,000,000 limit per occurrence (subject to the Governmental Tort Claims Act)
- Bodily injury, property damage and personal/advertising injury
- Premises/operations and products/completed operations
- Miscellaneous medical professional to include school nurses, student nurses, counselors and Allied Health Programs
- Insureds include district, board members, employees, student teachers and volunteers
- No exclusions for corporal punishment or sexual misconduct
- No deductible
- PTA/PTOs included for coverage if funds flow through school's books

School Board Legal Liability

- Claims-made form
- \$2,000,000 limit per occurrence (subject to the Governmental Tort Claims Act)
- Errors and Omissions Liability including Educational Errors and Omissions sd
- Employment Practices Liability
- Insureds include district, board members, employees, student teachers and volunteers
- Unlimited Prior Acts*/no retroactive date included
- \$25,000 legal costs for IEP administrative hearings
- \$2,500 Deductible

*Any incidents or potential claims that have been reported to the superintendent, any associate superintendent, principal, assistant principal, personnel directors, dean or school attorney should be reported to your current carrier immediately.

Employee Benefit Liability

- Claims Made form
- Unlimited Prior Acts*/no retroactive date included

*Any incidents or potential claims that have been reported to the superintendent, any associate superintendent, principal, assistant principal, personnel directors, dean or school attorney should be reported to your current carrier immediately.

Automobile Liability

- \$2,000,000 limit per occurrence (subject to the Governmental Tort Claims Act)
- Bodily Injury and Property Damage
- Includes hired and non-owned exposures
- Insureds include district, board members, employees, student teachers and volunteers
- Coverage included for garage liability and garage keepers legal liability
- \$1,000 Auto Property Damage deductible
- No charge for vehicles added/deleted during the policy term; **vehicle changes must be reported to OSIG**

Oklahoma Uninsured Motorist Coverage

- \$25,000 per covered party
- \$50,000 per accident

Automobile Physical Damage

- Actual cash value
- \$1,000 deductible
- Vehicle additions/deletions/changes must be reported to OSIG; no charge for vehicles added/deleted during the policy term
- Please refer to the attached schedule of vehicles

Crime

- \$10,000 limit per occurrence/per district
- Employee dishonesty
- Premises money and securities
- Transit money and securities
- \$1,000 deductible

Cyber Liability

- Claims-made form
- Retro date - first effective date with OSIG
- Liability
 - \$2,000,000 Annual Aggregate Limit for Information Data and Network Liability
 - \$2,000,000 Annual Aggregate for Regulatory Defense and Penalties
 - \$2,000,000 Annual Aggregate for Payment Card Liability and Costs
 - \$2,000,000 Annual Aggregate for Media Liability
- Breach Response Cost
 - \$500,000 Annual Aggregate for Breach Response Cost
- First Party
 - \$750,000 Annual Aggregate for Cyber Extortion Loss
 - \$750,000 Annual Aggregate for Data Recovery Costs
 - \$750,000 Annual Aggregate for Business Interruption Resulting in Security Breach
 - \$500,000 Annual Aggregate for Business Interruption Resulting in System Failure
 - \$750,000 Annual Aggregate for Dependent Business Interruption Resulting in Security Breach
 - \$100,000 Annual Aggregate for Dependent Business Interruption Resulting in System Failure
- CRIME
 - \$75,000 Annual Aggregate for Fraudulent Instruction
 - \$75,000 Annual Aggregate for Transfer Fraud
 - \$75,000 Annual Aggregate for Telephone Fraud
- Coverage Endorsements
 - \$100,000 Annual Aggregate for Reputation Loss
 - \$50,000 Annual Aggregate for Claims Preparation Costs for Reputation Loss Claims Only
 - \$100,000 Annual Aggregate for Computer Hardware Replacement Costs
 - \$100,000 Annual Aggregate for Invoice Manipulation
 - \$25,000 Annual Aggregate for Cryptojacking
- \$10,000 Deductible

Excess Cyber Coverage

- \$2,000,000 Limit
- \$5,000,000 annual aggregate
- * Note, to access full first-party and full liability limits of the Cyber and Excess Cyber coverages, members must have:
- Multi-Factor Authentication (MFA) for all remote access
- Enterprise-wide Endpoint Protection Platform (EPP)
- Without these controls, first-party sublimits are reduced to \$100,000 per coverage, and liability limits for Data Network, Regulatory Defense, Payment Card, and Media Liability are reduced to \$1,000,000 per member.

Deadly Weapon Protection Coverage

- Claims Made Form
- Per Occurrence Limit \$500,000
- Annual Aggregate (Shared by Members) \$2,500,000
- Deductible \$10,000 Event
- Must notify OSIG within 90 days of receiving a notice of a covered accident.

Note: Per occurrence limits are shared limits except as otherwise indicated.

This coverage form is an outline of the coverages provided through OSIG. It does not include all the terms, coverages, exclusions, limitations, and conditions of the actual plan language.

Property Schedule

Location	Occupied As	Valuation Type	Building Value	Contents Value
103 S. King	Garage (No Contents)	Replacement Cost	\$36,665	\$0
103 S. King	Principal Teacherage (No Contents)	Replacement Cost	\$171,102	\$0
301 E. Wilson	Concession Stand & Restrooms	Replacement Cost	\$100,142	\$10,335
301 E. Wilson	Football Locker Room	Replacement Cost	\$441,902	\$44,191
301 E. Wilson	New North Bleachers	Replacement Cost	\$58,942	\$0
301 E. Wilson	Scoreboard	Replacement Cost	\$28,611	\$0
301 E. Wilson	South Bleachers & Pressbox	Replacement Cost	\$80,308	\$8,048
301 E. Wilson	Steel Light Poles (4)	Replacement Cost	\$31,682	\$0
301 E. Wilson	Steel Scoreboard	Replacement Cost	\$5,158	\$0
402 SE 4th Street	K-2 Classrooms & Cafeteria	Replacement Cost	\$2,762,343	\$345,928
402 SE 4th Street	Music & PE Bldg	Replacement Cost	\$3,154,682	\$323,429
402 SE 4th Street	Special Education Classroom	Replacement Cost	\$771,882	\$111,091
402 SE 4th Street	Tri-Level Elementary	Replacement Cost	\$5,724,447	\$596,234
402 SE 4th Street	Weight Room Facility	Replacement Cost	\$176,821	\$35,438
700 SE First Street	Auditorium	Replacement Cost	\$3,883,856	\$388,385
700 SE First Street	High School & Gym	Replacement Cost	\$6,796,476	\$689,043
700 SE First Street	Home Ec., Vo-Ag, & Auto Mech	Replacement Cost	\$1,970,217	\$247,495
700 SE First Street	Metal Classrooms	Replacement Cost	\$197,767	\$36,915
700 SE First Street	Shop & Bus Storage	Replacement Cost	\$209,243	\$41,344
700 SE First Street	Sign	Replacement Cost	\$28,611	\$0

803 N Logan	Baseball Concession	Replacement Cost	\$15,500	
803 N Logan	Baseball Field (Liability Only)	Liability Only		
803 N Logan	Softball Field (Liability Only)	Liability Only		
Hwy 325	Vo-Ag Building	Replacement Cost	\$107,295	\$10,752
Total			\$26,753,652	\$2,888,629

Floater Limit: \$150,000
EDP Limit: \$250,000
Extra Expense Limit: \$500,000

Auto Schedule

Vehicle Number	Year	Make	Model	Capacity	VIN	Value
1608-000001	2016	Coll	Bus	30	1GB6GUBG8G1294053	\$56,100
1608-000002	2020	International	Bus	72	4DRBUC8P9LB497392	\$116,400
1608-000003	2019	Collins	Bus	29	1HA6GUBG3KN002172	\$57,130
1608-000004	2022	International	Bus	41	4DRBUC8P8NB250321	\$82,910
1608-000005	2023	Ultra Coach	Bus	52	3ALACXFC5PDUN7656	\$334,612
1608-000006	2025	Thomas	Bus	36	4UZABPFD6SCVH5911	\$110,750
1608-000007	2002	Blue Bird	Bus Activity	46	1BABNBXA42F206159	\$102,500
1608-000008	1999	Blue Bird	Bus B-2	53	1HVBBABM1XH204899	\$43,000
1608-000009	2010	Chevy	Bus w/lift	29	1GB9G5A67A1123331	\$63,000
1608-000010	2012	Chevy	Express Van	15	1GAZG1FA3C1171258	\$14,000
1608-000011	2003	Ford	F-250	6	1FTNW20F33EA61953	\$33,360
1608-000012	2011	Showstar	Gooseneck Trailer		5PASG2425CC007400	\$30,765
1608-000013	2013	Chevy	Impala		2G1WA5E37D1188364	\$20,400
1608-000014	2018	Chevy	Malibu		1G1ZB5ST8JF230432	\$19,495
1608-000015	2010	Chevy	Silverado	6	1GC4KVBG3AF136950	\$27,500
1608-000016	2015	Chevy	Silverado		1GC1KUEG7FF593759	\$40,894
1608-000017	2013	Chevy	Suburban		1GNSC5E08DR322349	\$32,980
1608-000018	2018	Chevy	Suburban		1GNSCKEC7JR343973	\$39,500
1608-000019	2018	Chevy	Suburban		1GNSCKEC4JR358656	\$39,500
1608-000020	2008	Chevy	Suburban		3GNFK16348G289152	\$10,000
1608-000021	2021	Chevy	Suburban		1GNSKAED5MR329340	\$44,225
1608-000022	2021	Chevy	Suburban		1GNSKAED7MR336273	\$44,225
1608-000023	2016	Lone Star	Utility Trailer		5VYBU0816GH007571	\$1,399
1608-000024	2018	Texas Bragg	Utility Trailer		17XFP1214J1082746	\$1,595
1608-000025	2005	Chevy	Van	7	1GNDV03E15D141368	\$18,900
Total:						\$1,385,140

Overview

Background

The Oklahoma Schools Insurance Group (OSIG) is a public entity of the State of Oklahoma, formed as an Interlocal Agreement in accordance with 74 O.S. 1004(f), for the purpose of joining together a group of Oklahoma public school districts. OSIG will allow member districts to more efficiently and more economically obtain and manage their insurance programs.

OSIG obtained approval to operate from the Oklahoma Attorney General on June 28, 2001. Effective July 1, 2002, OSIG began full operation by providing its member districts with broad insurance coverage through "A" rated insurance carriers and professional risk management services. Over the past 24 years, OSIG's membership has grown to 541 and the program insures more than \$32 Billion in school property across Oklahoma.

Structure

OSIG is a non-profit, member-owned, public entity program whose management is completely controlled by a Board of your peers.

"The mission of Oklahoma Schools Insurance Group (OSIG) is to provide quality, cost effective risk management products and services to member schools."

The group purchases insurance and reinsurance from "A"-rated carriers. OSIG's insurance providers are long-term partners and committed to OSIG and Oklahoma schools.

OSIG has contracted with Risk Program Administrators in Tulsa to administer the program. RPA is one of the largest insurance brokers in the world and manages programs similar to OSIG across the country.

It is important to know that the insurance coverage provided by OSIG was specifically tailored to meet the needs of Oklahoma schools. The coverage is what you need to protect your school's property, your students and patrons.

Losses are a part of life. Only OSIG has the collective strength and staying power to provide the protections you need. By remaining together as a group, OSIG will be able to continue to provide you with the quality, fair-priced **insurance and risk management** services you need to protect your school's assets, your board, your staff and, most importantly, your children.

Financial Strength

OSIG is financially strong and we have the funds (cash) we need to pay your claims. OSIG has returned more than \$9 million to our members over the years as distributions. Surplus at year ended 6/30/2025 was more than \$21 million and our assets were more than \$105 million.

We believe in complete transparency. We submit to an annual financial audit each year end and share our operating results with our members each year.

The financial condition of an insurance group should be of utmost importance to you when choosing an insurance partner for your district.

Statement of Net Assets	
As of 06/30/2025	
Cash	\$67,503,673
Other Assets	\$37,632,794
Total Assets	\$105,136,467
Total Liabilities	\$83,166,312
Total Net Assets/Surplus	\$21,970,155

We urge you to obtain and review audited financial statements from every insurance provider that may offer your school district a quote. Financial statements are required by law and can be obtained at ok.gov/oid. Click on Interlocals under the Quick Links section of the homepage. Your school's auditor can help in analyzing the statements.

Important Plan Information

It is important to understand that OSIG is not an insurance company, but rather a non-profit, cooperative risk management program owned and directed by Oklahoma Schools. Its mission is to reduce insurance costs and stabilize rates by aggregating purchasing power **with an intense focus on controlling member losses**. When losses are controlled, OSIG's member schools retain the underwriting profit and investment income thereby increasing fund reserves for future years. OSIG purchases per occurrence and liability aggregate protection for its member schools. The per occurrence insurance protects member schools up to \$2,000,000,000 for property losses and \$2,000,000 for liability claims in **each and every occurrence subject to a \$10M annual aggregate limit**. The aggregate insurance protection is purchased in the unlikely event that sum total of all OSIG losses are significantly more than actuarially projected. Additional excess liability limits are available for members requiring higher limits.

This proposal is an outline of the coverages proposed by insurers based on the information provided by your school district. It does not include all the terms, coverages, exclusions, limitations and conditions of the actual contract language. Please refer to the plan document for the details.

Actuarial Review

An independent actuary has been retained by OSIG to make projections as to anticipated claims and losses the program should expect on an annual basis. The OSIG actuary has relied on the historical loss experience and exposures provided to OSIG by the member school districts to make projections of OSIG's expected losses. OSIG adequately funds to, or in excess of, the expected loss projections through member contributions (insurance cost) and our own surplus.

Membership contributions are used to buy insurance, pay administrative expenses and fund for members' claims. Similar successful programs throughout the country for schools and municipalities are protected using the same insurance structure as OSIG has deployed. As with any insurance mechanism, OSIG does not guarantee full funding in the event unimaginable losses would materialize that are many times greater than what is indicated by past history. The OSIG board is charged with developing a plan to address under funding in this unlikely event.

Procedure to Renew Coverage

Notify your agent of your acceptance of this insurance renewal proposal. Your agent will advise the OSIG administrative staff in writing that you wish to renew the insurance coverage.

The signed Resolution by the member's Board of Education should be returned to OSIG before June 30, 2026 in order to bind coverage effective 7/1/2026.

Risk Management and Loss Control Tools

- On Site Safety Inspection
- Onsite Appraisals
- Stop It Anonymous Incident Reporting Mobile and Web App
- Risk Management focused website osig.org
- Vector Solutions – Professional Development Training Platform
- Beazley & Lodestone Cyber Portal
- Helix Intel
- HSB Water and Temperature Monitoring Devices (Pilot Program)

Contacts For Questions

Coverage Questions

Your Local Agent or:

Jennifer McKenzie

Risk Program Administrators
5314 S. Yale Avenue, Suite 900
Tulsa, OK 74135

Phone: 918-764-7137

Fax: 866-420-0695

Email: mailto:Jennifer_mckenzie@osigadmin.org

Eastern Oklahoma Schools (East of I-35)

Guy Griggs

Insurica

11 East Broadway

Sand Springs, OK 74063

Phone: 918-245-2558

Fax: 918-245-8553

Email: guy.griggs@insurica.com

General Program Questions

Rick Thomas

Executive Director

P.O. Box 3068

Tulsa, OK 74101

Phone: 918-688-1056

Fax: 866-420-0695

Email: osigdirector@gmail.com

OSIG Board Members

Terry Davidson – Chairman	Comanche Schools	580.439.2900
Sherry Durkee – Vice Chairman	Sand Springs Schools	918.246.1406
Dr. John Cox – Treasurer	Peggs Schools	918.598.3412
Shelley Free – Secretary	Kiamichi Technology Center	918.465.2323
Jeremy Hogan – Member	Collinsville Schools	918.371.2326
Jeff Daugherty – Member	Merritt Schools	580.225.5460
Jason Lindley – Member	Hartshorne Schools	918.297.2534
Laura Sprouse – Member	Select Actuarial Services	615-620-7584
Steve Moyer – Member	Shelter Insurance	918.396.3379

Resolution of Boise City ISD to Join Oklahoma Schools Insurance Group

Whereas, Oklahoma Schools Insurance Group ("OSIG") is an Oklahoma interlocal formed in accordance with Oklahoma law to enable Oklahoma School Districts to cooperate with each other to procure insurance services, benefits and insure against losses and possible liabilities in the most cost effective manner; and

Whereas, Boise City ISD is an Oklahoma public school district ("the District"); and

Whereas, OSIG has provided to the District a Plan Document which includes a quotation for certain insurance coverages for the 2026/2027 plan year; and

Whereas, the quotation is acceptable to the District;

Now, therefore be it resolved, that the District hereby joins OSIG as a Member;

Be it further resolved, that so long as the District remains as a Member, the District shall comply with OSIG's bylaws, the Plan Document and OSIG claim reporting procedures; and

Be it further resolved, that by the adoption and signing of this resolution, Boise City ISD understands and agrees that school district members are responsible for their own loss experience and will not be singly responsible for other members' losses.

Date: _____

Boise City ISD By:

Attest:

President, Board of Education

Clerk, Board of Education

Resolution of Boise City ISD to Join Oklahoma Schools Insurance Group

Whereas, Oklahoma Schools Insurance Group ("OSIG") is an Oklahoma interlocal formed in accordance with Oklahoma law to enable Oklahoma School Districts to cooperate with each other to procure insurance services, benefits and insure against losses and possible liabilities in the most cost effective manner; and

Whereas, Boise City ISD is an Oklahoma public school district ("the District"); and

Whereas, OSIG has provided to the District a Plan Document which includes a quotation for certain insurance coverages for the 2026/2027 plan year; and

Whereas, the quotation is acceptable to the District;

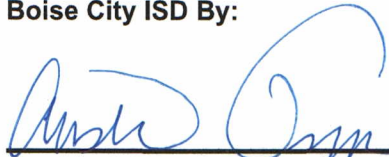
Now, therefore be it resolved, that the District hereby joins OSIG as a Member;

Be it further resolved, that so long as the District remains as a Member, the District shall comply with OSIG's bylaws, the Plan Document and OSIG claim reporting procedures; and

Be it further resolved, that by the adoption and signing of this resolution, Boise City ISD understands and agrees that school district members are responsible for their own loss experience and will not be singly responsible for other members' losses.

Date: 06/09/2026

Boise City ISD By:



President, Board of Education

Attest:



Clerk, Board of Education

CAUTION

Potential Negative Impact on OSAG Member Districts

The Oklahoma School Assurance Group serves as the largest provider of workers' compensation services to Oklahoma schools, with a current membership of 502 districts. For thirty-two years, OSAG has provided such services to the districts, while seeking to protect schools from unethical business practices.

Due to years of recorded fraudulent behavior by agents/agencies attempting to access member proprietary records, the OSAG board and administration established a strict OSAG Release of

Records Policy as an added layer of protection for membership. This policy has protected confidential district employee medical/proprietary information from landing in the hands of unethical organizations who may not have the best interests of the district.

During a regularly scheduled annual premium development meeting with our previous carrier, OSAG was informed that our members would be hit with a 42% premium increase, an amount we did not feel was warranted by current market conditions. That 42% premium increase equated to a \$6,658,571 budget demand on Oklahoma schools. To protect our members, OSAG sought partnership with a different carrier, saving members from this substantial increase.

It has come to our attention that our previous carrier may not be adhering to the OSAG Release of Records Policy, releasing proprietary district records to agents/agencies without permission to do so, or utilizing those records internally to sway OSAG membership. Agents/agencies that are partnered with this carrier, or any carrier outside of the OSAG program, we believe, have a financial incentive to remove schools from OSAG.

We have seen that schools that leave for what appears to be a cheaper alternative, find out that it is a one-year experience. The following year they see a substantial increase which effectively negates what was saved in the initial year. OSAG's goal is to be as competitive as it can be, while also providing long-term stability and reliability.

This opinion reflects the opinions of OSAG administration. OSAG encourages all members to be observant when reviewing the workers' compensation services for the district. By maintaining OSAG membership, districts are protected by an Interlocal Cooperation Act Agency of Schools, benefits of a group policy that offers years of stability & protection, membership ownership of the program, secure premiums, and a board authorized cap on any agent/agency commission being paid on behalf of the district.

Please contact our office at 800.699.5905 for further information or questions. You may also contact Dr. Keith Weldon, OSAG CEO at 405.623.0319, or Tina Wamsley, OSAG COO at 405.615.0709.

OSAG stands by our motto *"to provide the most efficient & economical workers' compensation services to Oklahoma public schools"* saving our members over \$116,364,539 since 1994.

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

Tom Beckman, of lawful age, being first duly sworn, an oath says that he is the agent authorized by the bidder to submit the attached bid. Affidavit further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any county official or employee as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract; or in any discussions between bidders and any county official concerning exchange of money or other thing of value for special consideration in the letting of a contract.



Tom Beckman

Subscribed and sworn to before me this 25th day of May 2026.



Notary Public

ELIZABETH A. RIDENER
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES FEB. 07, 2028
COMMISSION # 12001300

My commission expires: 02/07/28
My commission number: 12001300

NOTE:

Each competitive bid submitted to a county, school district or municipality must be accompanied by the above Affidavit as required by 74 O.S. 1976 85.25. Any bids received without an attached affidavit cannot be received as a valid bid per O.S.



Oklahoma School Assurance Group

May 25, 2026

Cory Smith
Boise City School District
PO Box 1116
Boise City, OK 73933

Re: 2026-2027 OSAG Workers' Compensation Insurance Quote

The policy will automatically renew on 7/1/26 – No action needed.

Dear Cory Smith,

Thank you for helping to make OSAG the largest provider of workers' compensation to public schools in Oklahoma. Your 2026-2027 OSAG renewal quote is as follows:

**Total 2026-2027 OSAG Workers' Compensation
Renewal Premium including Dividend/Credits:**

\$15,697.00
Non-Auditable

**Your OSAG policy also contains Employers' Liability Limits of \$1,000,000/\$1,000,000/\$1,000,000*

Active membership in the Oklahoma School Assurance Group provides an array of benefits for your district, including continued membership *performance dividend awards*. The membership dividend is based on an overall favorable group loss ratio.

About the OSAG Proposal:

*The Membership Dividend is the maximum amount that may be awarded to an active member as a performance dividend. This figure is based on individual district loss performance.

*All members that renew with OSAG have a *Membership Dividend* associated with active membership.
To receive the Membership Dividend, a member must be active with paid premium.

**OSAG has awarded \$500,000 in Safety Equipment Grants, a \$250,000 board approved Shared Premium Credit awarded to all active members in 2024-2025, as well as continued Annual Premium Credits when available. OSAG credits are predicted to continue in the future for all active members."*

****See enclosed listing of all OSAG member benefits – ALL at NO COST to members!**

P.O. Box 18858, Oklahoma City, Oklahoma 73154
Ph: 800-699-5905 Fax: 405-842-0051 www.okschoollassurancegroup.org

The Oklahoma School Assurance Group is an Interlocal Cooperation Act Agency of Schools Providing Workers' Compensation



Boise City Public School District

700 S.E. 1st. St.

P.O. Box 1116

Boise City, OK 73933

Superintendent's Office (580) 544-3110

HS Principals Office (580) 544-3111

Elementary. Principal's Office (580) 544-3161

Boise City Board of Education,

This is a request to create a sub-account in the activity fund for streaming. Streaming will use this account to fund a variety of projects throughout each school year.

Chance Baker

BCHS Principal



Boise City Public School District

700 S.E. 1st. St.

P.O. Box 1116

Boise City, OK 73933

Superintendent's Office (580) 544-3110

HS Principals Office (580) 544-3111

Elementary. Principal's Office (580) 544-3161

Boise City Board of Education,

This is a request to create a sub-account in the activity fund for Elementary grades PK-4. Elementary will use this account to fund a variety of projects throughout each school year.

Chance Baker

BCHS Principal

PERSONNEL VACATIONS

The Boise City Board of Education will provide annual vacation with pay to those employees assigned to twelve-month positions and to all hourly and daily rate employees whose period of service is continuous (90% of the working days) throughout the year.

Vacation days are noncumulative. All employees must use earned vacation days each year. When such vacation time is not used within one year from June 30th, entitlement to such vacation will be forfeited. Upon retirement or termination, personnel having unused vacation time earned during their final year of employment are eligible to be reimbursed for such vacation.

Vacation Year

A full year of service is from July 1 through June 30. Employees shall be eligible for the next higher vacation step on June 30 of the year in which they complete the required number of years service. In effect, an individual employed after July 15 may work some months longer than the scheduled years before reaching the next higher vacation step.

Creditable Years of Service

1. Service need not be consecutive. All full years of service as a contract, full-time employee of the Boise City Public Schools will count toward vacation increments.
2. Nine and ten month contract years that have been successfully completed will count as "good" years when computing vacation due on current twelve-month employees.
3. A portion of a year on a twelve-month employee beginning after July 15 will not count as an increment year, but vacation will be granted for that portion of the year on a prorated basis.

Monthly Rate of Accrual

1. An employee must work one-half of the working days of a month to receive credit toward vacation for that month (starting or terminating).
2. When a person is absent more than one-half of the working days of any given month, a vacation day is not earned for that month.

Approval of Vacation Dates

The dates for all vacations must be approved by the immediate supervisor, and will be limited to 10 working days in a row, unless otherwise approved by the superintendent.

Substitutes for Employees on Vacation

It is the responsibility of the immediate supervisor to arrange vacations at a time when a substitute will not be required.

PERSONNEL VACATIONS (Cont.)Vacation Accrual While on Sick Leave

1. With regard to computation of earned vacation time, absences of an employee on sick leave or vacation are considered as time served.
2. Vacation days will not be accrued after the expiration of sick leave or for absences not covered by sick leave or vacation time.

Eligibility

Employees shall be eligible for vacation days according to the following:

Years of Service	Days Per Year
1-10	10 days
11- more	15 days

The superintendent shall interpret the monthly accumulated earned vacation.

Lindel Fields
State Superintendent of Public Instruction
Oklahoma State Department of Education, Office of School Personnel Records
2026-2027 STATE MINIMUM TEACHER SALARY SCHEDULE

70 O.S. § 18-114.15

Beginning with the 2026-2027 school year, certified personnel, as defined in 70 O.S. § 26-103, in the public schools of Oklahoma shall receive in salary and/or fringe benefits not less than the amount specified in the following schedule. When determining minimum salary, "fringe benefits" shall mean only the employee's share of retirement, *if* paid by the district.

Year of Experience	Bachelor's Degree	*Bachelor's + National Board Certification	Master's Degree	*Master's + National Board Certification	Doctor's Degree
0	\$41,601	\$42,759	\$42,991	\$44,149	\$44,381
1	\$42,035	\$43,193	\$43,425	\$44,583	\$44,815
2	\$42,469	\$43,628	\$43,859	\$45,018	\$45,249
3	\$42,904	\$44,062	\$44,294	\$45,452	\$45,684
4	\$43,338	\$44,496	\$44,728	\$45,886	\$46,118
5	\$44,810	\$45,968	\$46,200	\$47,358	\$47,590
6	\$45,273	\$46,432	\$46,663	\$47,822	\$48,054
7	\$45,737	\$46,895	\$47,127	\$48,285	\$48,517
8	\$46,200	\$47,358	\$47,590	\$48,749	\$48,980
9	\$46,663	\$47,822	\$48,054	\$49,212	\$49,444
10	\$48,684	\$49,844	\$50,568	\$51,728	\$52,945
11	\$49,177	\$50,336	\$51,061	\$52,221	\$53,438
12	\$49,670	\$50,829	\$51,554	\$52,713	\$53,931
13	\$50,162	\$51,322	\$52,047	\$53,206	\$54,424
14	\$50,655	\$51,815	\$52,539	\$53,699	\$54,916
15	\$52,167	\$53,327	\$54,052	\$55,212	\$56,430
16	\$52,660	\$53,820	\$54,545	\$55,705	\$56,923
17	\$53,153	\$54,313	\$55,038	\$56,198	\$57,416
18	\$53,646	\$54,806	\$55,531	\$56,691	\$57,909
19	\$54,139	\$55,299	\$56,024	\$57,184	\$58,402
20	\$54,652	\$55,813	\$56,538	\$57,698	\$58,917
21	\$55,145	\$56,306	\$57,031	\$58,192	\$59,410
22	\$55,639	\$56,799	\$57,524	\$58,685	\$59,903
23	\$56,132	\$57,292	\$58,018	\$59,178	\$60,397
24	\$56,625	\$57,785	\$58,511	\$59,671	\$60,890
25	\$58,049	\$59,232	\$59,971	\$61,153	\$62,395
26	\$58,542	\$59,725	\$60,464	\$61,646	\$62,888
27	\$59,035	\$60,218	\$60,957	\$62,139	\$63,381
28	\$59,528	\$60,711	\$61,450	\$62,632	\$63,874
29	\$60,021	\$61,204	\$61,943	\$63,125	\$64,367
30	\$60,541	\$61,724	\$62,463	\$63,645	\$64,887
31	\$61,001	\$62,184	\$62,923	\$64,105	\$65,347
32	\$61,494	\$62,677	\$63,416	\$64,598	\$65,840
33	\$61,987	\$63,170	\$63,909	\$65,091	\$66,333
34	\$62,480	\$63,663	\$64,402	\$65,584	\$66,826
35	\$62,973	\$64,156	\$64,895	\$66,077	\$67,319

*National Board Certification columns are for teachers who applied for and/or received National Board Certification after June 30, 2013.

Career/Technology Ag Teacher = Minimum Salary + \$2,600/year – 12 month contract**

Other Career/Tech Teacher = Minimum Salary + \$2,200/year – 10 month contract**

Special Ed Teacher* = Minimum Salary + 5% above the prevailing wage paid
teachers of children who are nondisabled in the same district**

**Salary distribution per the policies and procedures manual of the Oklahoma State Board of Career and Technology Education.

***Salary distribution mandated by 70 O.S. § 13-110: Also includes Resource Teachers, Education Diagnosticians, and Speech Pathologists/Therapists.

The State Board of Education shall accept teaching experience from out-of-state school districts that are accredited by the State Board of Education or appropriate state accrediting agency for said districts. For the purpose of state salary increments and retirement, no teacher shall be granted credit for more than five (5) years active duty in the military service or out-of-state or out-of-country teaching experience as a certified teacher or its equivalent. Nothing in this section shall prohibit boards of education from crediting more years of experience on local salary schedules than those allowed for state purposes. The provisions of the above salary schedule shall not apply to teachers who have entered into postretirement employment with a public school in Oklahoma and are still receiving a monthly retirement benefit. (70 O.S. § 18-114.15)

Boise City School District			
Employee Benefits			
2026-2027			
Group Health Insurance			
The District pays 100% of Health, Dental, Vision, Group Life, and Medical Transportation that exceeds the Flexible Benefit Allowance as follows:			
Diamond Plan			
Diamond Health	\$725.56		
Enhanced Dental	\$54.68		
Enhanced Vision	\$7.74		
\$40,000 Life	\$13.00		
Medical Transportation	\$7.00		
Flexible Benefit Allowance	-\$707.00		
Monthly Fringe Benefit	\$100.98		
or			
Copper Plan			
Copper Health	\$507.86		
Enhanced Dental	\$54.68		
Enhanced Vision	\$7.74		
\$40,000 Life	\$13.00		
Medical Transportation	\$7.00		
HSA Contribution	\$217.00		
Flexible Benefit Allowance	-\$707.00		
Monthly Fringe Benefit	\$100.28		
Optional Benefits			
A Sec. 125 Plan (Cafeteria Plan) is available through American Fidelity. The District contributes \$8.30 per month toward a cancer policy, if elected.			
Teacher Retirement			
The Boise City School District participates in the Teachers' Retirement System of Oklahoma.			
The employee contribution of 7% is paid as a fringe benefit for the superintendent and principals.			

Boise City School District		
12-Month Employee Paid Holidays		
2026-2027		
Friday, July 3, 2026		Independence Day
Monday, September 7, 2026		Labor Day
Friday, October 16, 2026		Fall Break
Thursday, November 26, 2026		Thanksgiving Day
Friday, November 27, 2026		Black Friday
Thursday, December 24, 2026		Christmas Eve
Friday, December 25, 2026		Christmas Day
Friday, January 1, 2027		New Year's Day
Friday, March 19, 2027		Spring Break
Friday, March 26, 2027		Good Friday
Monday, May 31, 2027		Memorial Day

BOISE CITY SCHOOL DISTRICT					
NON-EXEMPT SUPPORT SALARY SCALE					
2026-2027					
Pay Level	Administrative Assistant	Elementary Secretary	High School Secretary	Adjunct Teacher	Child Nutrition Director additional hourly amount
0	\$18.48	\$15.46	\$15.46	\$28.35	\$5.00
1	\$19.01	\$15.72	\$15.72		
2	\$19.27	\$15.99	\$15.99		
3	\$19.80	\$16.25	\$16.25		
4	\$20.06	\$16.51	\$16.51		
5	\$20.72	\$16.65	\$16.65		
6	\$21.12	\$16.91	\$16.91		
7	\$21.52	\$17.17	\$17.17		
8	\$21.91	\$18.76	\$18.76		
9	\$22.31	\$19.02	\$19.02		
10	\$22.70	\$19.29	\$19.29		
11	\$23.10	\$19.55	\$19.55		
12	\$23.50	\$19.81	\$19.81		
13	\$23.89	\$20.08	\$20.08		
14	\$24.29	\$20.34	\$20.34		
15	\$24.55	\$20.61	\$20.61		
16	\$25.21	\$20.87	\$20.87		
17	\$25.74	\$21.13	\$21.13		
18	\$26.27	\$21.40	\$21.40		
19	\$26.80	\$21.66	\$21.66		
20	\$27.32	\$21.93	\$21.93		
21	\$27.85	\$22.19	\$22.19		
22	\$28.51	\$22.45	\$22.45		
23	\$29.17	\$22.72	\$22.72		
24	\$29.83	\$22.98	\$22.98		
25	\$30.49	\$23.25	\$23.25		
26	\$31.10	\$23.72	\$23.72		
27	\$31.72	\$24.19	\$24.19		
28	\$32.36	\$24.67	\$24.67		
29	\$33.01	\$25.17	\$25.17		
30	\$33.67	\$25.67	\$25.67		
31	\$34.34	\$26.18	\$26.18		
32	\$35.03	\$26.71	\$26.71		

33	\$35.73	\$27.24	\$27.24		
34	\$36.44	\$27.79	\$27.79		
35+	\$37.17	\$28.34	\$28.34		
Months Per Year	12	11	11	10	
Days Per Year	261	220	220	172	
Hours Per Day	8	8	8	8	
Hours Per Year	2088	1760	1760	1376	
*The hourly rate for all full-time positions will be converted to an annual salary.					

BOISE CITY SCHOOL DISTRICT					
NON-EXEMPT SUPPORT SALARY SCALE					
2026-2027					
Pay Level	Library Aide	Tier I Paraprofessionals	Tier I with Associates or 60 Credit Hours	Tier II Paraprofessionals	Tier II SPED Associates or 60 Credit Hours
0	\$18.13	\$13.31	\$14.63	\$14.63	\$15.95
1	\$18.39	\$13.57	\$14.89	\$14.89	\$16.21
2	\$18.66	\$13.83	\$15.16	\$15.16	\$16.48
3	\$18.92	\$14.10	\$15.42	\$15.42	\$16.74
4	\$19.18	\$14.36	\$15.69	\$15.69	\$17.01
5	\$19.58	\$14.76	\$16.08	\$16.08	\$17.40
6	\$19.84	\$15.02	\$16.35	\$16.35	\$17.67
7	\$20.11	\$15.29	\$16.61	\$16.61	\$17.93
8	\$20.37	\$15.55	\$16.87	\$16.87	\$18.19
9	\$20.64	\$15.81	\$17.14	\$17.14	\$18.46
10	\$21.03	\$16.21	\$17.53	\$17.53	\$18.85
11	\$21.30	\$16.47	\$17.80	\$17.80	\$19.12
12	\$21.56	\$16.74	\$18.06	\$18.06	\$19.38
13	\$21.82	\$17.00	\$18.33	\$18.33	\$19.65
14	\$22.09	\$17.27	\$18.59	\$18.59	\$19.91
15	\$22.48	\$17.66	\$18.99	\$18.99	\$20.31
16	\$22.75	\$17.93	\$19.25	\$19.25	\$20.57
17	\$23.01	\$18.19	\$19.51	\$19.51	\$20.83
18	\$23.28	\$18.45	\$19.78	\$19.78	\$21.10
19	\$23.54	\$18.72	\$20.04	\$20.04	\$21.36
20	\$23.94	\$19.11	\$20.44	\$20.44	\$21.76
21	\$24.33	\$19.51	\$20.83	\$20.83	\$22.15
22	\$24.73	\$19.91	\$21.23	\$21.23	\$22.55
23	\$25.12	\$20.30	\$21.63	\$21.63	\$22.95
24	\$25.52	\$20.70	\$22.02	\$22.02	\$23.34
25	\$25.92	\$21.09	\$22.42	\$22.42	\$23.74
26	\$26.43	\$21.52	\$22.87	\$22.87	\$24.21
27	\$26.96	\$21.95	\$23.32	\$23.32	\$24.70
28	\$27.50	\$22.38	\$23.79	\$23.79	\$25.19
29	\$28.05	\$22.83	\$24.27	\$24.27	\$25.69
30	\$28.61	\$23.29	\$24.75	\$24.75	\$26.21
31	\$29.19	\$23.75	\$25.25	\$25.25	\$26.73
32	\$29.77	\$24.23	\$25.75	\$25.75	\$27.27

33	\$30.36	\$24.71	\$26.27	\$26.27	\$27.81
34	\$30.97	\$25.21	\$26.79	\$26.79	\$28.37
35+	\$31.59	\$25.71	\$27.33	\$27.33	\$28.94
Months Per Year	10	10	10	10	10
Days Per Year	170	170	170	170	170
Hours Per Day	7.5	7.5	7.5	7.5	7.5
Hours Per Year	1275	1275	1275	1275	1275
*The hourly rate for all full-time positions will be converted to an annual salary.					

BOISE CITY SCHOOL DISTRICT				
NON-EXEMPT SUPPORT SALARY SCALE				
2026-2027				
Pay Level	Maintenance	Custodians	Cooks	
0	\$17.29	\$13.31	\$13.31	
1	\$17.56	\$13.57	\$13.57	
2	\$17.95	\$13.83	\$13.83	
3	\$18.35	\$14.10	\$14.10	
4	\$18.74	\$14.36	\$14.36	
5	\$19.14	\$14.76	\$14.76	
6	\$19.54	\$15.02	\$15.02	
7	\$20.06	\$15.29	\$15.29	
8	\$20.59	\$15.55	\$15.55	
9	\$21.25	\$15.81	\$15.81	
10	\$21.65	\$16.21	\$16.21	
11	\$21.91	\$16.47	\$16.47	
12	\$22.31	\$16.74	\$16.74	
13	\$22.70	\$17.00	\$17.00	
14	\$23.23	\$17.27	\$17.27	
15	\$23.50	\$17.66	\$17.66	
16	\$23.89	\$17.93	\$17.93	
17	\$24.68	\$18.19	\$18.19	
18	\$25.15	\$18.45	\$18.45	
19	\$25.61	\$18.72	\$18.72	
20	\$26.14	\$19.11	\$19.11	
21	\$26.66	\$19.51	\$19.51	
22	\$27.19	\$19.91	\$19.91	
23	\$27.72	\$20.30	\$20.30	
24	\$28.25	\$20.70	\$20.70	
25	\$28.78	\$21.09	\$21.09	
26	\$29.35	\$21.52	\$21.52	
27	\$29.94	\$21.95	\$21.95	
28	\$30.54	\$22.38	\$22.38	
29	\$31.15	\$22.83	\$22.83	
30	\$31.77	\$23.29	\$23.29	
31	\$32.41	\$23.75	\$23.75	
32	\$33.05	\$24.23	\$24.23	
33	\$33.72	\$24.71	\$24.71	
34	\$34.39	\$25.21	\$25.21	

35+	\$35.08	\$25.71	\$25.71	
Months Per Year	12	12	10	
Days Per Year	261	261	170	
Hours Per Day	8	8	8	
Hours Per Year	2088	2088	1360	
*The hourly rate for all full-time positions will be converted to an annual salary.				

BOISE CITY SCHOOL DISTRICT				
NON-EXEMPT SUPPORT SALARY SCALE				
2026-2027				
Pay Level	Route Bus Driver	Substitute Route Driver	Activity Bus Driver	Summer Maintenance Helper
0	\$15.26	\$16.64	\$22.00	\$9.57
1	\$15.55			\$10.89
2	\$15.86			\$12.21
3	\$16.17			\$16.50
4	\$16.48			
5	\$16.80			
6	\$17.13			
7	\$17.46			
8	\$17.80			
9	\$18.15			
10	\$18.50			
11	\$18.87			
12	\$19.23			
13	\$19.60			
14	\$19.99			
15	\$20.38			
16	\$20.78			
17	\$21.19			
18	\$21.59			
19	\$22.02			
20	\$22.45			
21	\$22.89			
22	\$23.34			
23	\$23.79			
24	\$24.27			
25	\$24.74			
26	\$25.23			
27	\$25.74			
28	\$26.25			
29	\$26.78			
30	\$27.31			
31	\$27.86			
32	\$28.42			
33	\$28.99			

34	\$29.57			
35+	\$30.16			

BOISE CITY SCHOOL DISTRICT							
EXEMPT SUPPORT SALARY SCALE							
2026-2027							
Pay Level	Maintenance/ Transportation Supervisor	Technology Analyst	Food Service Manager	Occupational Therapist	Adjunct Teacher	Treasurer	Deputy Treasurer
0	\$37,972.99	\$41,294.74	\$21,896.18	\$37,440.00	\$39,009.60	\$5,500.00	\$1,000.00
1	\$38,730.94	\$42,029.71	\$22,290.32				
2	\$39,514.15	\$42,787.66	\$22,691.55				
3	\$40,297.36	\$43,545.60	\$23,100.00				
4	\$41,105.83	\$44,326.51	\$23,515.80				
5	\$41,939.57	\$45,130.39	\$23,939.08				
6	\$42,773.31	\$45,945.27	\$24,369.99				
7	\$43,632.31	\$46,761.12	\$24,808.65				
8	\$44,491.31	\$47,610.94	\$25,255.20				
9	\$45,400.85	\$48,483.72	\$25,709.80				
10	\$46,310.38	\$49,356.50	\$26,172.57				
11	\$47,219.91	\$50,252.26	\$26,643.68				
12	\$48,179.97	\$51,170.98	\$27,123.27				
13	\$49,140.04	\$52,112.66	\$27,611.48				
14	\$50,125.36	\$53,054.35	\$28,108.49				
15	\$51,110.69	\$54,019.01	\$28,614.44				
16	\$52,146.55	\$55,006.63	\$29,129.50				
17	\$53,182.40	\$56,017.22	\$29,653.84				
18	\$54,243.53	\$57,050.78	\$30,187.60				
19	\$55,329.91	\$58,107.31	\$30,730.98				
20	\$56,441.56	\$59,186.81	\$31,284.14				
21	\$57,578.48	\$60,266.30	\$31,847.25				
22	\$58,715.40	\$61,391.74	\$32,420.50				
23	\$59,902.84	\$62,517.17	\$33,004.07				
24	\$61,090.29	\$63,688.54	\$33,598.15				
25	\$62,303.00	\$64,882.87	\$34,202.91				
26	\$63,549.06	\$66,180.53	\$34,818.57				
27	\$64,820.04	\$67,504.14	\$35,445.30				
28	\$66,116.44	\$68,854.22	\$36,083.32				
29	\$67,438.77	\$70,231.31	\$36,732.81				
30	\$68,787.54	\$71,635.93	\$37,394.01				
31	\$70,163.29	\$73,068.65	\$38,067.10				
32	\$71,566.56	\$74,530.03	\$38,752.31				
33	\$72,997.89	\$76,020.63	\$39,449.85				
34	\$74,457.85	\$77,541.04	\$40,159.94				
35+	\$75,947.01	\$79,091.86	\$40,882.82				
Months Per Year	12	12	10	10	10		
Days Per Year	261	261	175	172	172		
Hours Per Day	8	8	8	4	8		
Hours Per Year	2088	2088	1400	688	1376		

BOISE CITY SCHOOLS			
PRINCIPAL SALARY SCHEDULE			
2025-2026			
Year of Experience	Elementary Principal PK-4	Elementary Principal 5-8	High School Principal
5	\$55,560.00	\$66,940.00	\$80,328.00
6	\$55,861.00	\$67,303.00	\$80,764.00
7	\$56,247.00	\$67,767.00	\$81,320.00
8	\$56,714.00	\$68,330.00	\$81,996.00
9	\$57,265.00	\$68,994.00	\$82,793.00
10	\$58,554.00	\$70,547.00	\$84,656.00
11	\$59,147.00	\$71,261.00	\$85,513.00
12	\$59,739.00	\$71,975.00	\$86,370.00
13	\$60,332.00	\$72,689.00	\$87,227.00
14	\$60,924.00	\$73,402.00	\$88,082.00
15	\$62,363.00	\$75,136.00	\$90,163.00
16	\$62,956.00	\$75,850.00	\$91,020.00
17	\$63,548.00	\$76,564.00	\$91,877.00
18	\$64,141.00	\$77,278.00	\$92,734.00
19	\$64,733.00	\$77,992.00	\$93,590.00
20	\$65,343.00	\$78,727.00	\$94,472.00
21	\$65,936.00	\$79,441.00	\$95,329.00
22	\$66,529.00	\$80,155.00	\$96,186.00
23	\$67,122.00	\$80,870.00	\$97,044.00
24	\$67,715.00	\$81,584.00	\$97,901.00
25	\$69,110.00	\$83,265.00	\$99,918.00
26	\$69,703.00	\$83,979.00	\$100,775.00
27	\$70,295.00	\$84,693.00	\$101,632.00
28	\$70,888.00	\$85,407.00	\$102,488.00
29	\$71,480.00	\$86,121.00	\$103,345.00
30	\$72,910.00	\$87,843.00	\$105,412.00
31	\$73,503.00	\$88,557.00	\$106,269.00
32	\$74,096.00	\$89,271.00	\$107,126.00
33	\$74,689.00	\$89,985.00	\$107,983.00
34	\$75,282.00	\$90,699.00	\$108,840.00
35	\$76,712.00	\$92,421.00	\$110,907.00
Months Per Year	10	11	12
Days Per Year	220	240	261
Hours Per Day	8	8	8
Hours Per Year	1760	1920	2088