Our vision is to be ***THE*** model of excellence and innovation in education.

Our mission is to educate, develop, and nurture the mind, body, and spirit of children so that they emerge as lifelong learners and world ready leaders.

Promise Academies
Board of Directors Meeting
Location: Promise Academy Spring Hill

August 28, 2025
4:00 PM

https://us06web.zoom.us/my/promiseacademy?pwd=Znl4UUhIZ0JqRGhhYVVzdjFhUUlYUT09&omn=83465686522

I. Call to order

II. Invocation

III. Adoption of the Agenda

IV. Adoption of Minutes from 5.25.25 Board Meeting

V. Public Comments

VI. Acknowledgements, Celebrations, and Introductions
- Operations Team
- Dr. Hardy – Managing Director
- LeAndria Taylor – Academic Dean
- Returning Promise Staff & Parents
- Katherine White – Finance Committee

VII. Unfinished Business
- Update on Hollywood Campus and Excel
- Promise Hollywood out date: 10/31/2025
- MSCS closeout procedure

VIII. Finance Report

IX. Enrollment & Staffing

X. TCAP Data: 2024-2025

XI. Action Items:
- 2025-2026 School Calendars
- RFP Process
- Retirement Plan

XII. Adjournment

Next Board Meeting is Thursday, October 30th at 4:00 PM CST

Date: May 27, 2025

Time: 4:34 pm

Location: Promise Academy Hollywood/ Zoom Conference Call

Members Present:

Patrick Washington, Diana Burton, Stephanie Chittom (virtual), Candis Dawson Taylor (virtual), Charles Gerber (virtual), Colenzo Hubbard (virtual), Katherine White (virtual), Emily Woodside

Parent Teacher Organization Member Present: none

Visitor(s):

- Carmen Fondren , Finance Manager, Promise Academy
- Greg Thompson, Founder/CEO, GT3 Group LLC (virtual)

Call to Order – Charles Gerber

Invocation – Colenzo Hubbard

Motion: To accept and approve the agenda as presented. Motion was seconded and approved.

Board Training – Dr. Patrick Washington

- Due 6/30/2025; Link was sent to Board Member email accounts.
- Additional training options will be available next year

Consolidation Update – Dr. Patrick Washington

- Reviewed staffing plan (53 Full-time Employees); Key positions will be filled soon.

Excel Center Update - Stephanie Chittom (Dr. Patrick Washington and Charles Gerber were not present for this portion of the meeting.)

- Sales agreement is under review and inspection of the Hollywood building is pending.
- Proceeds from the sale will be designated to particular expenses

Consolidation Update (2) – Dr. Patrick Washington

- Reduction in Staff/Staffing Model: Planning to support 500 students (600 student capacity); If needed, lottery system will be used to randomly select students
- Registration in online but in-person registration is also available
- Hollywood occupancy – Some Promise staff will remain at Hollywood with The Excel Center until 2026 and will share the cost of upkeep; The Excel Center has a campus walkthrough scheduled for May 28.
- Spring Hill- Capital improvements are starting.

Finance Report – Greg Thompson (GT3) and Carmen Fondren

Consolidated campus budget model was distributed and discussed.

- Revenue Assumptions
    - TISA - $12,400 per pupil – first payments will be based on 360 students then they will catch us up in October.
    - Title I - $172,480*; IDEA - $74,868* (* Estimates based on TN Charter Commission guidance)
    - We will continue to receive philanthropic support
    - Pre- K - $300K to support 3 classes
- Expense Assumptions
    - Staffing: 53 FTEs – approx. $4.2M in salaries, taxes and benefits in FY26
    - Other significant expenses include:
        - Student Health Services - $120K (Well Child)
        - SPED Contracted Services -$200K (Le Bonheur)
        - Transportation – $318.5K (3 buses)
        - Aftercare Contracted Services - $200K
        - Facilities - $727K (lease rate not built in)
        - Capital Expenses - $235K (investment/refresh in technology devices/furniture; Note: We are exploring technology leasing options.)
        - Leadership has streamlined professional development expenses.
- Reviewed budget summary projected through 2030
    - Contingency expenses built in "for unforeseen expenses (moving costs, potential lease costs for Spring Hill, and under enrollment.)"

Additional Discussion:

- Adjustment to staffing in response to lower enrollment
- Recruitment efforts including teacher reenrollment challenge and social media ads
- Barriers to student recruitment/reenrollment
- Continued support for sports at Promise Spring Hill as well as additional programs such as scouting.
- Friends of Promise fundraising gala
- June 1 recruitment event

Motion: To approve and accept the preliminary Consolidated Campus Budget for Promise Academy as presented. Motion was seconded and approved.

Resolutions – Dr. Patrick Washington

The following resolutions were distributed and discussed:

- Teacher Bonuses - Education Freedom Act of 2025
- Voluntary closure of the Promise Hollywood campus

Motion: To adopt and approve the resolution affirming Promise Academy's intention to participate in Section four (4) of the "Education Freedom Act of 2025" relative to bonuses for teachers. Motion was seconded and approved.

Motion: To adopt and approve the resolution to voluntarily close the Promise Academy Hollywood campus, located at 1346 Bryan Street, at the conclusion of the 2024-2025 school year. Motion was seconded and approved.

Motion: To adjourn. Motion was seconded and approved.

President's Report – none

Parent/Teacher Organization (PTO) Report – none

Next Board Meeting: TBD

Meeting adjourned at approximately 5:35 pm

Promise Academy - Hollywood

Transition Team: School staff, chartering authority staff, and others who attend to closure concerns

MSCS: Arlandra Parker, Quacher Spencer, and other team members *(refer to "Contact" tab for specific names)*
School:

Immediate Action Items

Action Item	Action Plan	Owner	Completion Date	Status	Notes
1	**Establish Transition Team and Assign Roles** A team dedicated to ensuring the smooth transition of students, staff and close down of the school's business populated by authorizer staff in conjunction with board members and staff of the closing charter school. Team to include: – Lead person from Authorizer Staff; – Charter School Board chair; – Lead Administrator from the Charter School; – Lead Finance person from the Charter School; – Lead person from the Charter School Faculty; and, – Lead person from the Charter School Parent Organization.	MSCS		Complete	
2	**Assign Transition Team Action Item Responsibilities** Distribute contact information to all transition team members, set calendar for meetings and assign dates for completion of each charter school closure action item.	SCHOOL/ MSCS		Complete	
3	**Initial Closure Notification Letter: Parents & School** Distribute letter to faculty, staff and parents outlining: – Closure decision; – Timeline for transition; and – Help Line information.	SCHOOL/ MSCS			
4	**Initial Closure Notification Letter: State & Local Agencies** Letter to state education agency as well as local school districts to include: – notification materials distributed to parents; – notification materials distributed to faculty and staff; and – authorizing board decision materials, resolution to close school, copy of any termination agreement (if applicable). Copy local public school districts as required by quality practice, state statute and regulation.	SCHOOL / MSCS			
5	**Continue Current Instruction** Continue instruction under current education program per charter contract until end of school calendar for regular school year.	SCHOOL			
6	**Terminate Summer Instruction Program** Take appropriate action to terminate any summer instruction, such as canceling teaching contracts. Show evidence to the authorizer.	SCHOOL			
7	**Secure Student Records** Ensure all student records are organized, up to date and maintained in a secure location.	SCHOOL			
8	**Secure Financial Records** Ensure all financial records are organized, up to date and maintained in a secure location.	SCHOOL			

9	**Parent Contact Information** Create Parent Contact List to include: – student name; – address; – telephone; and – email, if possible. Provide a copy of the parent contact information to the authorizer.	SCHOOL/ MSCS		Complete	
10	**Convene Faculty/Staff Meeting** Board Chair to communicate: – commitment to continuing coherent school operations throughout closure transition; – plan to assist students and staff by making closing as smooth as possible; – reasons for closure; – timeline for transition details; – compensation and benefits timeline; and – contact information for ongoing questions. Provide the authorizer copies of all materials distributed at the Faculty/Staff Meeting.	SCHOOL			
11	**Establish Use of Reserve Funds** If school is required to maintain closure reserve funds, identify acceptable use of such funds to support the orderly closure of the school.	SCHOOL			
12	**Maintenance of Location and Communication** Establish if the school will maintain the current facility as its locus of operation for the duration of closing out the school's business, regulatory and legal obligations. In the event the facility is sold or otherwise vacated before concluding the school's affairs, the school must relocate its business records and remaining assets to a location where a responsive and knowledgeable party is available to assist with closure operations. The school must maintain operational telephone service with voice message capability and maintain custody of business records until all business and transactions are completed and legal obligations are satisfied. The school must immediately inform the authorizer if any change in location or contact information occurs.	SCHOOL			
13	**Insurance** The school's assets and any assets in the school that belong to others must be protected against theft, misappropriation and deterioration. The school should: – maintain existing insurance coverage until the disposal of such assets under the school closure action plan; – continue existing insurance for the facility, vehicles and other assets until 1) disposal or transfer of real estate or termination of lease, and 2) disposal, transfer or sale of vehicles and other assets; – negotiate facility insurance with entities that may take possession of school facility (lenders, mortgagors, bond holders, etc.); – continue or obtain appropriate security services; and – plan to move assets to secure storage after closure of the school facility. If applicable under state statute, the school should maintain existing directors and officers liability (D&O) insurance, if any, until final dissolution of the school.	SCHOOL			
Notification Action Items					
Action Item	**Action Plan**	**Owner**	**Completion Date**	**Status**	**Notes**

14	**Parent/Guardian Closure Transition Letter** Distribute letter with detailed guidance regarding transition plan. Notification should include, but not be limited to: – date of the last day of regular instruction; – cancellation of any planned summer school; – notification of mandatory enrollment under state law; – date(s) of any planned school choice fair(s); – listing of the contact and enrollment information for charter, parochial, public and private schools in the area; – information on obtaining student records pursuant to the state Freedom of Information Law before the end of classes; and – contact information for parent/guardian assistance/questions. Provide the authorizer with a copy of the letter.	SCHOOL			
15	**Staff/Faculty Closure Transition Letter** Outline transition plans and timelines for staff, including but not limited to: – commitment of school's board to transitioning staff; – commitment to positive transition of children into new educational settings; – any transition to new employment assistance board anticipates providing (such as job fairs); – timelines for compensation and benefits; – timelines for outstanding professional development issues; – COBRA information; – pertinent licensure information; – faculty lead contact information; and – transition team member contact information. Provide the authorizer with a copy of the letter and any accompanying materials.	SCHOOL			
16	**District Partner Notifications** The school must satisfy statutory and regulatory obligations to ensure a smooth transition for students. Check requirements under state statute and regulation. District notifications may include: – state board and school choice office; – school finance; – grants management; – federal programs office; – TCRS; – non-instructional staff retirement system; – local school district superintendent(s); – state auditor/comptroller/budget office (depending on revenue flow); - SPED; - SEED; - Nursing Services; – assessment and testing; – data reporting (student information); – child nutrition; and – transportation	MSCS- Office of Charter Schools			

17	**Notification of Employees and Benefit Providers** The school should establish an employee termination date and: – notify all employees of termination of employment and/or contracts; – notify benefit providers of pending termination of all employees; – notify employees and providers of termination of all benefit programs; – terminate all programs as of the last date of service in accordance with applicable law and regulations (i.e., COBRA), including: – health care/health insurance; – life insurance; – dental plans; – eyeglass plans; – cafeteria plans; – 401(k) retirement plans; and – pension plans. Specific rules and regulations may apply to such programs, especially teachers' retirement plans, so legal counsel should be consulted. Provide the authorizer copies of all materials.	SCHOOL			
18	**Notification of Management Company/Organization and Termination of Contract** The school must: – notify management company/organization of termination of education program by the school's board, providing the last day of classes and absence of summer programs; – provide notice of non-renewal in accordance with management contract; – request final invoice and accounting to include accounting of retained school funds and grant fund status; and – provide notice that the management company/organization should remove any property lent to the school after the end of classes and request a receipt of such property. Provide a copy of this notification to the authorizer.	SCHOOL			
19	**Notification of Contractors Agreement** The school must formulate a list of all contractors with contracts in effect and: – notify them regarding school closure and cessation of operations; – instruct contractors to make arrangements to remove any contractor property from the school by a certain date (copying machines, water coolers, other rented property); – retain records of past contracts as proof of full payment; and – maintain telephone, gas, electric, water and insurance (including Directors and Officers liability insurance) long enough to cover the time period required for all necessary closure procedures to be complete. Provide the authorizer written notice of such notification.	SCHOOL			
20	**Notification to Creditors** Solicit from each creditor a final accounting of the school's accrued and unpaid debt. Compare the figures provided with the school's calculation of the debt and reconcile. Where possible, negotiate a settlement of debts consummated by a settlement agreement reflecting satisfaction and release of the existing obligations. Provide the authorizer a written summary of this activity.	SCHOOL			
21	**Notification to Debtors** Contact all debtors and demand payment. If collection efforts are unsuccessful, consider turning the debt over to a commercial debt collection agency. All records regarding such collection or disputes by debtors regarding amounts owed must be retained. Provide the authorizer a written summary of this activity.	SCHOOL			

Records Action Items					
Action Item	**Action Plan**	**Owner**	**Completion Date**	**Status**	**Notes**
22	**Disposition of Records** If the school's board has a records retention policy, or if records retention in charters is governed by state law, follow the appropriate policy and/or law. In all cases, the school board shall maintain all corporate records related to: – loans, bonds, mortgages and other financing; – contracts; – leases; – assets and asset sales; – grants (records relating to federal grants must be kept in accordance with 34 CFR 8042.) – governance (minutes, by-laws, policies); – employees (background checks, personnel files); – accounting/audit, taxes and tax status; – employee benefit programs and benefits; and – any items provided for in the closure action plan.	SCHOOL			
23	**Final Report Cards and Student Records Notice** The school must ensure that: – all student records and report cards are complete and up to date; – parents/guardians are provided with copies of final report cards and notice of where student records will be sent (with specific contact information); and – parents/ guardians receive a reminder letter or post card reminding them of the opportunity to access student records under Freedom of Information law. Provide the authorizer with a copy of the notice.	SCHOOL			
24	**Transfer of Student Records** As required by state statute, the school must transfer all student records to students' new schools, a state agency or another entity. Student records to include: – grades and any evaluation; – all materials associated with Individual Education Plans; – immunization records; and – parent/guardian information. The school must contact the relevant districts of residence for students and notify districts of how (and when) records—including special education records—will be transferred. In addition, the school must create a master list of all records to be transferred and state their destination(s).	SCHOOL		Complete	
25	**Documenting Transfer of Records** Written documentation of the transfer of records must accompany the transfer of all student materials. The written verification must include: – the number of general education records transferred; – the number of special education records transferred; – the date of transfer; – the signature and printed name of the charter school representative releasing the records; and – the signature and printed name of the district (or other entity) recipient(s) of the records. Provide copies of all materials documenting the transfer of student records to the authorizer.	SCHOOL			

Financial Action Items					
Note that there will be a separate Financial Check-list that goes a bit deeper related to the items needed and current accounts/grants through the LEA.					
Action Item	**Action Plan**	**Owner**	**Completion Date**	**Status**	**Notes**

26	**U.S. Dept. of Education Filings** File Federal form 269 or 269a if the school was receiving funds directly from the United States Department of Education. See 34 CFR 80.41.	SCHOOL			
27	**IRS Status** If the school has 501(c)(3) status, it must take steps to maintain that status including, but not limited to, the following: – notification to IRS regarding any address change of the School Corporation; and – filing of required tax returns or reports (e.g., IRS form 990 and Schedule A). If the school corporation proceeds to dissolution, notify the IRS of dissolution of the education corporation and its 501(c)(3) status, and provide a copy to the authorizer.	SCHOOL			
28	**Audit** The school must establish a date by which to complete a final close out audit by an independent firm or state auditor as determined by statute. Provide a copy of the final audit to the authorizer.	SCHOOL			
29	**Vendors** The school must: – create vendor list; and – notify vendors of closure and cancel or non-renew agreements as appropriate. Provide the authorizer with a copy of all documents.	SCHOOL			
30	**Inventory** The school must:	SCHOOL			
31	**Disposition of Inventory** Establish a disposition plan (e.g., auction), and establish a payment process (e.g., cash, checks, credit cards) for any remaining items. Provide the authorizer with a copy of all documents.	SCHOOL			
32	**Property Purchased with Public Charter School Program (PCSP) Funds** Establish under state or individual school agreements required disposition of property purchased with PCSP funds. Generally, property purchased with PCSP funds must first be offered to other charter schools within the same region in which the closing school is located, with requisite board resolutions consistent with the purpose of the PCSP. If no schools want the property, an auction must be held to dispose of the PCSP assets. The school must: – ensure public notice of the auction is made widely; – price items at fair market value, as determined from inventory and fixed assets policy; and – determine with the state education department how to return funds if any remain. Provide the authorizer board resolutions and minutes of any transfer of assets with a dollar value of zero (0) to another school.	SCHOOL/ TDOE			

33	**Payment of Funds** The school should work with the authorizer to prioritize payment strategy considering state and local requirements. Using available revenue and any funds from auction proceeds, pay the following entities: – retirement systems; – teachers and staff; – employment taxes and federal taxes; – audit preparation; – private creditors; – overpayments from state/district; and – other as identified by authorizer. Provide the authorizer with a copy of all materials associated with this action.	SCHOOL/ MSCS			
34	**Expenditure Reporting** Ensure that Federal Expenditure Reports (FER) and the Financial Scorecard is completed by MSCS. Provide the authorizer a copy of all materials.	SCHOOL / MSCS			
35	**Itemized Financials** Review, prepare and make available: – fiscal year-end financial statements; – cash analysis; – list of compiled bank statements for the year; – list of investments; – list of payables (and determinations of when a check used to pay the liability will clear the bank); – list of all unused checks; – list of petty cash; and – list of bank accounts. Additionally, collect and void all unused checks as well as close accounts once transactions have cleared.	SCHOOL			
36	**Payroll Reports** The school must generate a list of all payroll reports including taxes, retirement or adjustments on employee contracts. Provide the authorizer with copies of all materials.	SCHOOL			
37	**List of Creditors and Debtors** Formulate list of creditors and debtors and any amounts accrued and unpaid with respect to such creditor or debtor. The list should include: – contractors to whom the school owes payment; – lenders; – mortgage holders; – bond holders; – equipment suppliers; – secured and unsecured creditors; – persons or organizations who owe the school fees or credits; – lessees or sub-lessees of the school; and – any person or organization holding property of the school.	SCHOOL			
38	**Bank Account(s)** Finalized Copy of Bank Accounts totalling $0 and account closure.	SCHOOL	Last item of school closure.		

This action guides is based on and conforms with NACSA best practices.

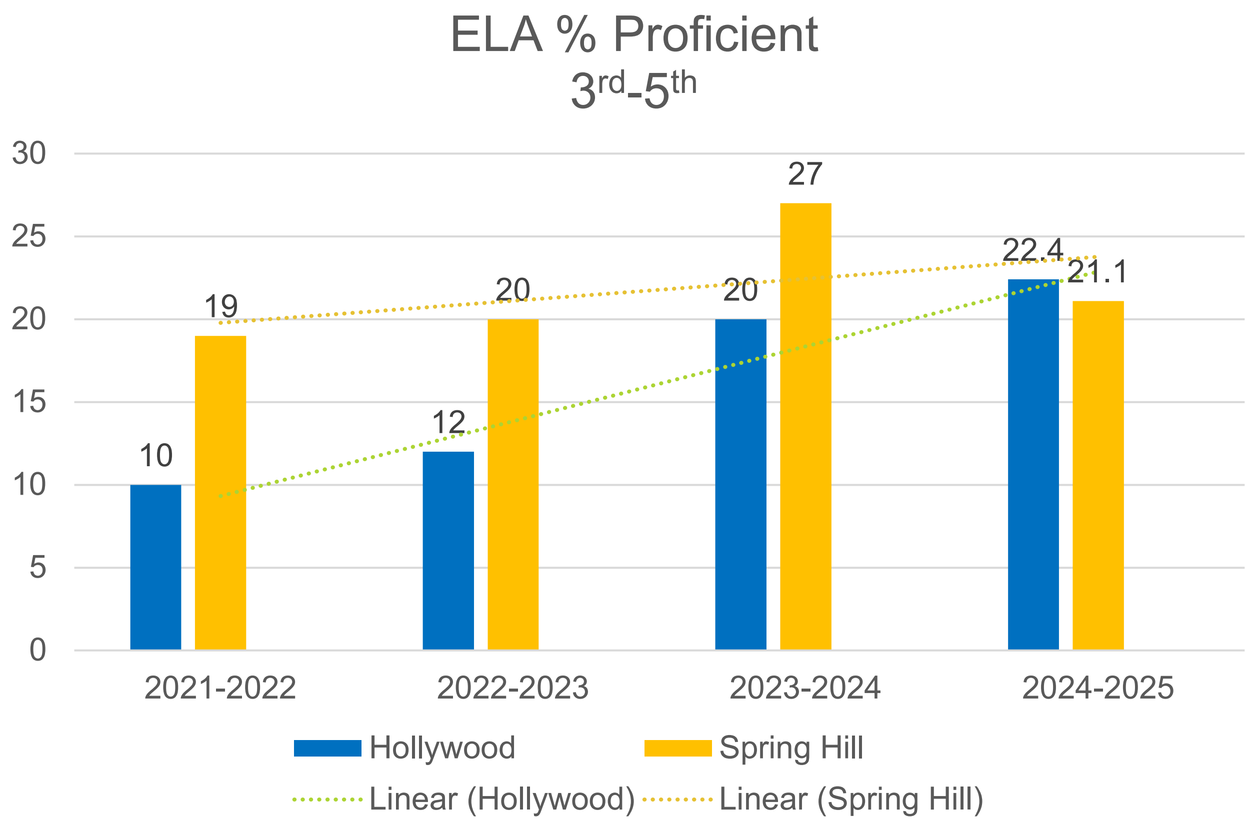
PROMISE ACADEMY SPRINGHILL BUDGET		
	CURRENT BUDGET	
	Forecast	
	2025-2026	Updated Budget Notes
Enrollment	*462*	Based on early enrollment trends; revising budget forecast from 500 students to 462 to remain conservative
REVENUE		
TISA Funding	$5,547,624.00	Using 462 students in forecast (vs. 500 students in initial budget) with similar TISA per pupil amount of ~$12K (which is net of 3% Commission fee)
Title I Funding	$172,480.06	Allocation provided by the TN Charter Commission
IDEA	$74,868.38	Allocation provided by the TN Charter Commission
School Improvement Grant	$100,000.00	School Improvement Grant - support for Instructional Coach
Philanthropy - Financial Services	$15,000.00	Funding to support financial back-office services (rollover grant funds)
PreK funding	$300,000.00	PreK grant to offset expenses with Porter Leath - 3 classrooms
Philanthropy - per pupil support	$500,000.00	$1K per student in philanthropic support
Philanthropy - academic partnerships	$200,000.00	Philanthropic support for before care, after care, summer programming
Other Materials and Supplies	$10,000.00	
Total Revenue	**$6,919,972.44**	
Per student	*$14,978.30*	
Expenses		
Personnel		
Salaries	$3,152,556.44	Based on actual salary data (approximately $100K lower than initial budget)
Payroll Taxes and Benefits	$851,190.24	Assumes 27% of salaries
Total Personnel	**$4,003,746.68**	
Contracted Services		
Substitute Teachers	$125,000.00	
Financial Services - Contracted	$50,000.00	Financial support services (GT3 or other)

PROMISE ACADEMY SPRINGHILL BUDGET		
	CURRENT BUDGET	
	Forecast	
	2025-2026	Updated Budget Notes
Student Health Services	$120,000.00	WellChild; 3% increase each year
Advertising/Public Relations	$25,000.00	General outreach/recruitment
Audit	$35,000.00	Marston Group (audit +990); 3% increase each year
Insurance Policies	$90,000.00	GL, Property Insurance, D&O, Workers Comp; 3% increase each year
Bank Charges	$500.00	Estimated flat annual amount
SPED Contracted Services	$200,000.00	UT Le Bonheur; 3% increase each year
Dues and Membership	$20,000.00	TN Charter Center, TN athletic dues and fees; Dropbox, Adobe, G Suite, Grammerly, Smore, Docusign, Cognia
Legal Services	$25,000.00	Flat annual amount (increased to $25K from $10K in initial budget)
Postal Services	$5,000.00	Estimated flat annual amount
Travel	$10,000.00	Work-related meals, mileage reimbursement
Contracted Instructional Services	$26,000.00	TFA Fees (assumes 4 Corps Members) at $6.5K per Corps Member; 3% increase each year
Transportation	$212,356.80	2 buses (from 3 buses in initial budget)
PreK Classrooms	$300,000.00	Porter Leath (3 classrooms); supported by grant funds
Aftercare Contracted Services	$200,000.00	Boys and Girls Club $150K contract
Payroll	$20,000.00	Paylocity
Professional Development	$130,700.00	Lavinia - $46.2K plus $24.5K paid in July for PD. PIVOT - $40K; GT3 - Adding additional $20K for other initiatives
Field Trips	$25,000.00	Field trip fees and transportation costs
Total Contracted Services	**$1,619,556.80**	
Supplies and Materials		
Instructional Materials and Supplies	$250,000.00	ALL Memphis - $40K estimate but could be more, Benchmark ~$150K (reading curriculum)
SPED Supplies	$10,000.00	3% increase each year
Office Supplies	$20,000.00	Paper, pen, copy paper, bottles of water, etc.
Staff Meals and Food Supplies	$20,000.00	Staff and student
Copiers	$60,000.00	Based on current costs with RJ Young; 3% increase each year

PROMISE ACADEMY SPRINGHILL BUDGET		
	CURRENT BUDGET	
	Forecast	
	2025-2026	Updated Budget Notes
Non-Instructional Software	$50,000.00	PowerSchool SIS, Behavior, Kickboard, accounting software, zoom; 3% increase each year
Background Checks	$2,000.00	Background checks for employment
Technology Supplies	$10,000.00	Keyboards, mouse, powercords, monitors, stands
Other Supplies	$10,000.00	Staff apprecation, holiday gifts
Total Supplies and Materials	**$432,000.00**	
Facilities		
Rent		Rent not being charged based on legacy agreement with ASD (which lasts through June 30, 2026). Promise in negotiations with MSCS regarding Springhill facility purchase.
Utilities	$150,000.00	MLGW
Janitorial Services	$182,350.00	New contract is $14,950 beginning in August 2025 ($17,900 paid for July)
Custodial Supplies	$20,000.00	
Lawn Maintenance	$20,000.00	Robert's Landscaping, Herbi Systems; 3% increase each year
Pest Control	$2,000.00	
Security Services	$110,000.00	Contracted services (via RFP process)
Building Maintenance	$250,000.00	Potential grant funding from the TN Dept. of Education Competitive Facilities Grant Program. Grant funding up to $500K.
Total Facilities	**$734,350.00**	
Capital Expenditures		
Computer Devices	$100,000.00	Computer devices
Other Technology Equipment	$10,000.00	General technology needs
Furniture	$20,000.00	<$10K for main office; do not anticipate additional purchases; Keeping in $20K to be conservative
Total Capital Expenditures	**$130,000.00**	
Contingency	$0.00	
Total Expenses	**$6,919,653.48**	

PROMISE ACADEMY SPRINGHILL BUDGET		
	CURRENT BUDGET	
	Forecast	
	2025-2026	Updated Budget Notes
Per student	*$14,977.60*	
Net Income	**$318.96**	

Promise Academy Charter School Enrollment as of 8.25.25	
Kindergarten	78
First Grade	76
Second Grade	87
Third Grade	77
Fourth Grade	83
Fifth Grade	63
Functional Skills	12
Total Enrollment	**476**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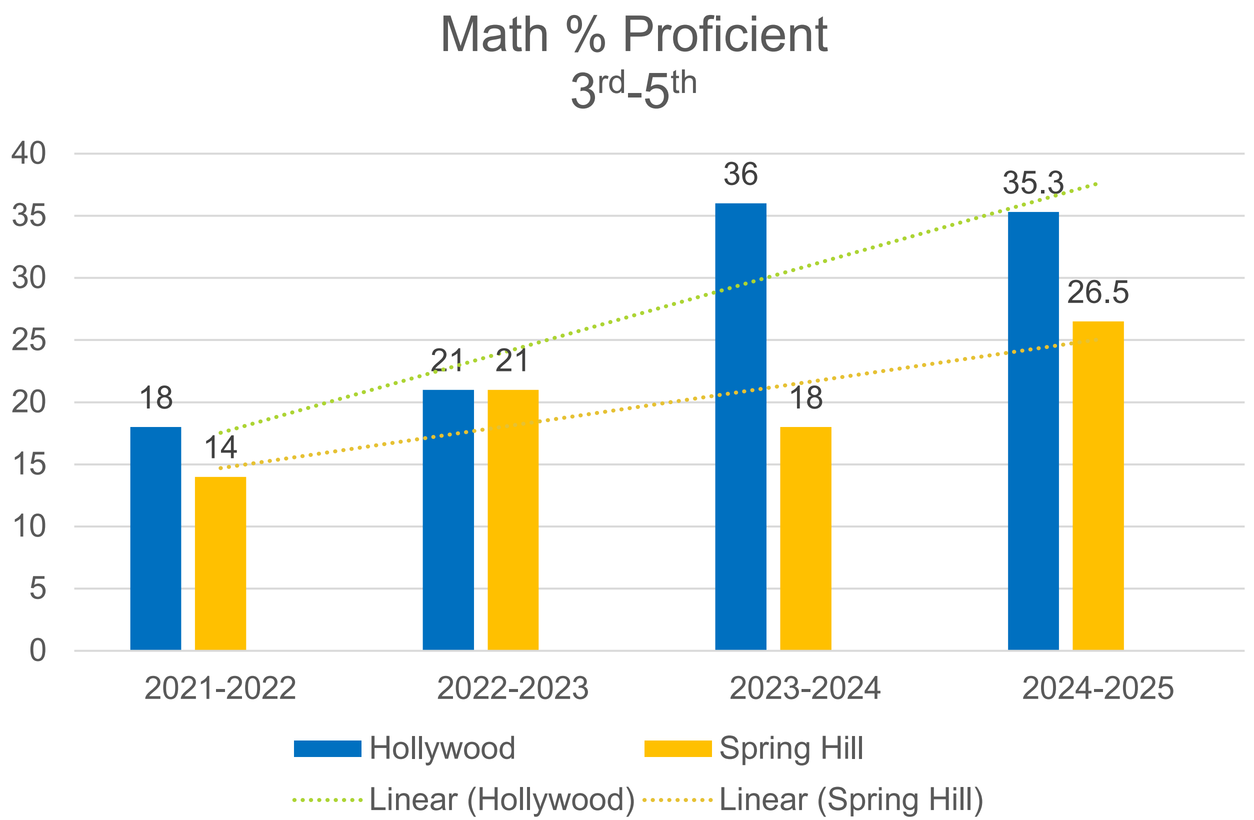

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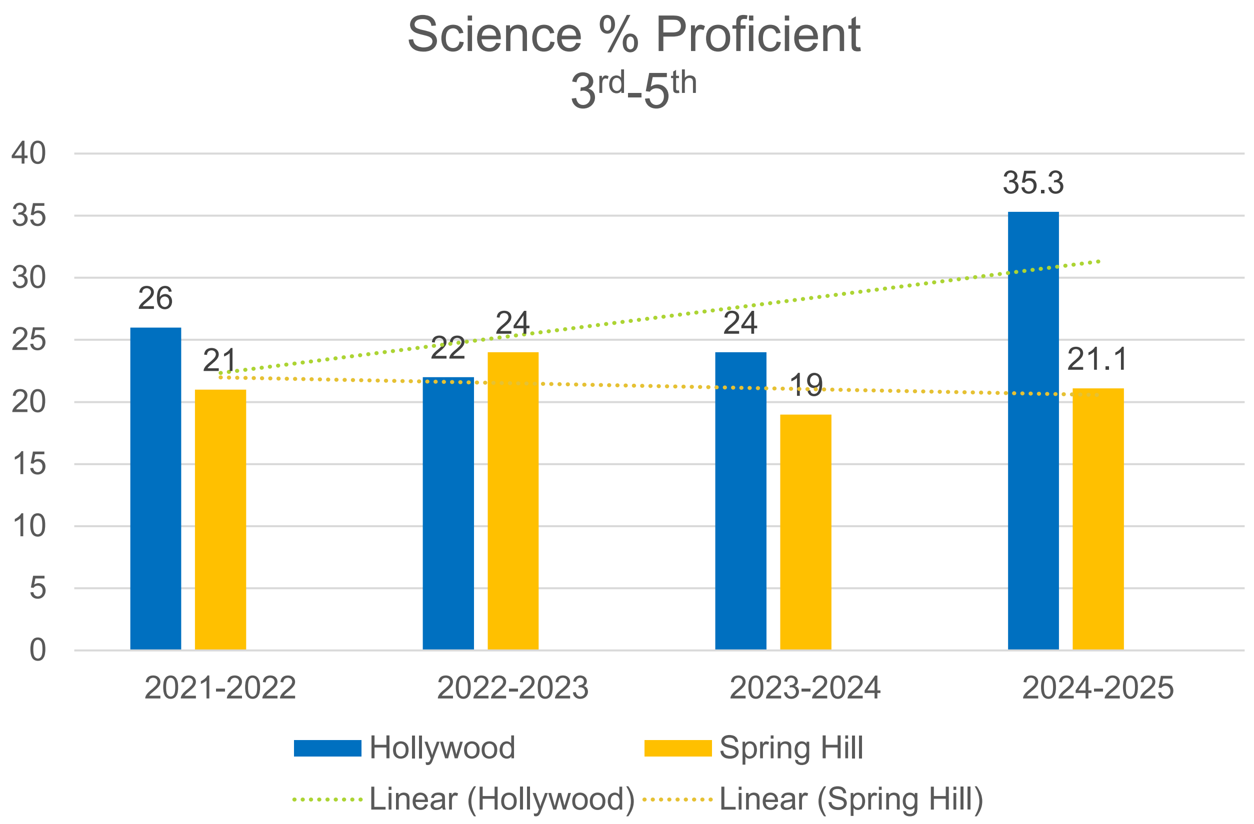

Science % Proficient
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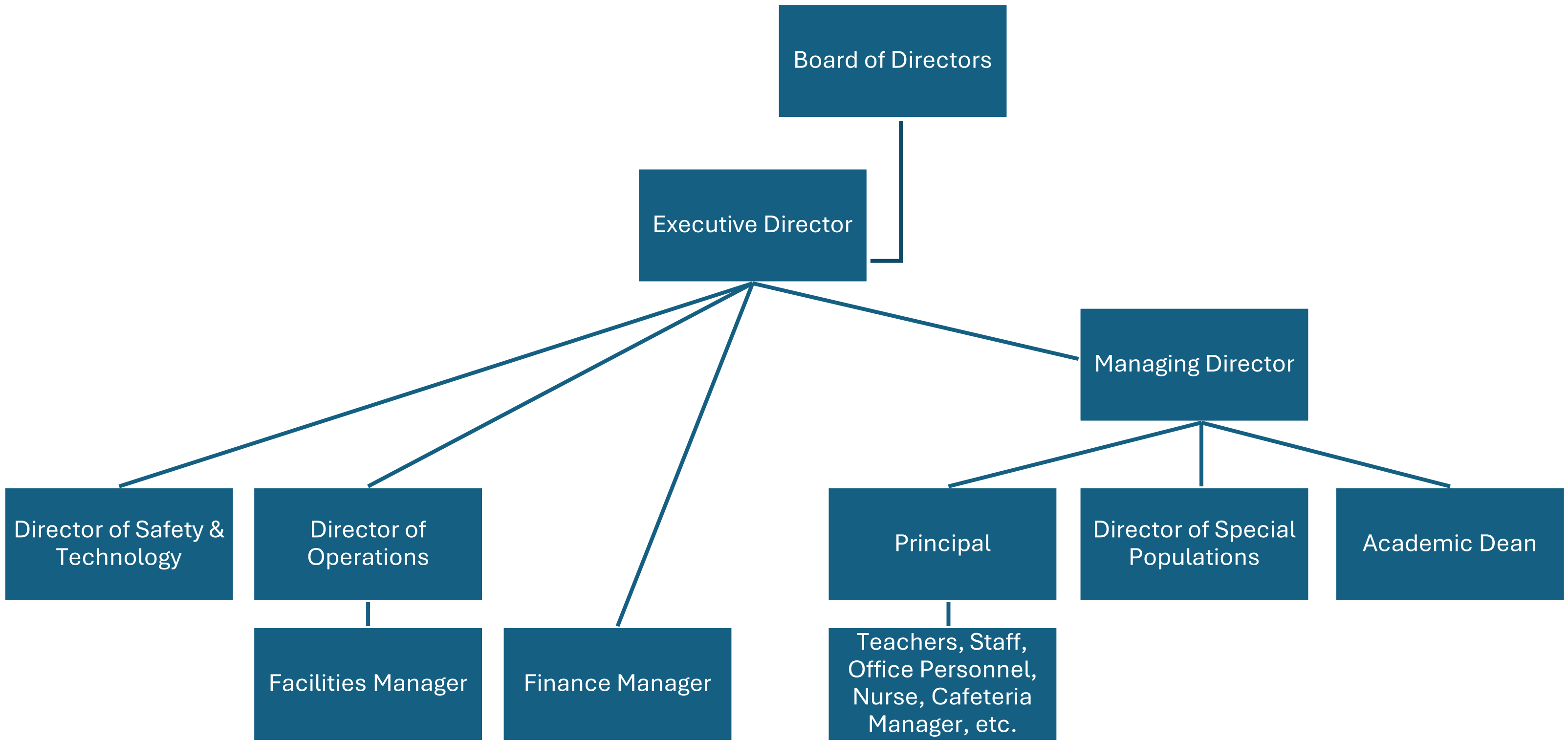
Board of Directors
Executive Director
Managing Director
Director of Safety & Technology
Director of Operations
Principal
Director of Special Populations
Academic Dean
Facilities Manager
Finance Manager
Teachers, Staff, Office Personnel, Nurse, Cafeteria Manager, etc.

promise academy

Executive Director
Vision, strategy, operations, finance, board & community engagement

Director of Operations
HR, facilities, compliance, grants, SIS/PowerSchool, projects, registration, online testing and curriculum platforms i.e., Iready, Linkit, TN Compass, teacher licensing

Finance Manager
Finance operations, budgeting, payroll, compliance, forecasting, hiring, onboarding, grants, reimbursements

Director of Safety & Technology
Safety policies, emergency plans, IT, cybersecurity, ed-tech integration, marketing, communications

Managing Director
Academics, coaching teachers, PLC's, accountability, curriculum, supervision, compliance

Principal
Instructional leader, daily operations, staff management, community engagement

Academic Dean
Daily academics, teacher coaching, data-driven interventions, PD

Special Populations Director
Special Ed & ESL, compliance, RTI, Pre-K support, ILPD's, related services

2025-2026 Promise Academy Staffing Model

PIP Crew		Room Assignments
Dr. Patrick Washington	Executive Director	155
Dr. Danette Hardy	Managing Director	100
Kristen McGlasson	Director of Operations	108 A
Toremika Brown	Director of Special Populations	108 C
Carmen Fondren	Finance Manager	108 B
Ricky Richardson	Director of Technology & Safety	105

School Level Leadership Team		Room Assignments
Toby Finley	Principal	150
LeAndrea Taylor	Academic Dean	101
Therolyn Gathings	School Counselor	110
Jasmine Patterson	Dean of Culture	Next to Finley
Shannon Walton	CIS	110

Teachers				Room Assignments
Pre-K				117,118,109
Maya Mims	Kindergarten	Self-Contained	K-01	113
Doris Mangrum	Kindergarten	ELA	K-02	115
Kendra Morris	Kindergarten	Math	K-03	114
Brittany Lewis	First Grade	ELA	1-01	125
Madison Moore (8/11)	First Grade	Math	1-03	123
Johnny Webster (8/18)	First Grade	ELA	1-04	126
Kakisha Redick	Second Grade	ELA/SS	2-03	130
Erin Cooper	Second Grade	ELA/SS	2-02	103
Shamia Thomas (8/19)	Second Grade	Math/Sci	2-04	102
Kristen Porter (8/13)	Second Grade	Math/Sci		
Andrew Owens Associate Teacher - Kent Melbourne	Third Grade	ELA	3-01	143
Alexandria Rogers (8/18)	Third Grade	Math	3-02	139
Ashley Chapman	Third Grade	Science/Social Studies	3-03	144
D'Tavieus Taylor (8/11)	Fourth Grade	ELA	4-01	141
Drew Valentino	Fourth Grade	Math	4-02	142

Adrian Fox	**Fourth Grade**	**Science/Social Studies**	**4-03**	**140**
Tammye Williams	**Fifth Grade**	**ELA**	**5-01**	**153**
Devin Herron	**Fifth Grade**	**Math**	**5-02**	**154**
Brandon Mayes	**Fifth Grade**	**Science/Social Studies**	**5-03**	**152**

SPED & ESL Department		**Room Assignments**
Estella Carey	Functional Skills K- 5	127 A
Cherrie Sample	SPED Teacher	112
Brandy Terry	SPED Teacher	112
Heather Wallace	ESL Teacher	122
Bamidele Booker	ESL Teacher	122
Andreus Lee	SPED Assistant	127 A
Mr. McNeill (8/18)	SPED Assistant	127 B
Cindy Brunson	School Psychologist	111
LeBonheur	OT, PT & Speech	116
TBD	Gifted and Talented Teacher	

Support Staff (MBS)		**Room Assignments**
Charles Dove	Music	148
Gregory Stewart	PE & Athletic Director	147
Robin Brown	Art	146

Interventionists		Room Assignments
Carlotta Hoy	Grade Level/Content TBD	137
Myreon Hobson	Grade Level/Content TBD	137
Kimberley Morris	Grade Level/Content TBD	137
Abraya Walker	Grade Level/Content TBD	137
Jack Carpenter	Grade Level/Content TBD	137

Office Staff		Room Assignments
LiQuita Hall	Office Manager	Main Office
Terry Russell	Office Assistant	Main Office

Facilities		Room Assignments
Steven Terry	Facilities Manager	107
Mike Harris	Day Porter	

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Promise Academy Leadership Roles

Role	Key Responsibilities (Summary)
Executive Director – Dr. Patrick Washington pwashington@promiseacademy.com	Visionary leadership, strategy, and operations; Ensure academic excellence and compliance; Manage budget, funding, and board relations; Community and stakeholder engagement
Managing Director – Dr. Danette Hardy dhardy@promiseacademy.com	Oversee academic & accountability systems; Lead curriculum, instruction, assessment; Supervise principal and academic staff; teacher coaching, PLC's, Manage academic budgets and compliance, TN School Improvement Plan
Academic Dean – Ms. LeAndria Taylor ltaylor@promiseacademy.com	Support principal with daily academics; Coach teachers and guide instruction; Use data for interventions & achievement; Lead professional development & PLCs
Elementary School Principal – Mr. Toby Finley – tfinley@promiseacademy.com	Instructional leader and school head; Oversee curriculum, assessments, and data; Manage staff, operations, and resources; Foster community engagement and improvement
Special Populations Director – Mrs. Toremika Brown – tbrown@promiseacademy.com	Oversee special education and ESL programs; Ensure compliance with IDEA, IEPs, 504s; Lead RTI and Pre-K special populations; Engage families and manage resources; ILPD's and related services, ILP's
Director of Operations – Mrs. Kristen McGlasson – kmcglasson@promiseacademy.com	Lead HR, recruitment, and staff development; Manage facilities, compliance, and risk; Oversee grants, data, SIS/PowerSchool; Direct capital projects and services; online curriculum, online testing platforms such as Iready and Linkit; teacher licensing.
Director of Safety & Technology – Mr. Ricky Richardson	Develop safety policies & emergency plans; Conduct audits, training, and risk mgmt.; Oversee IT, cybersecurity, infrastructure; Integrate technology into instruction
Finance Manager – Ms. Carmen Fondren cfondren@promiseacademy.com	Oversee finance operations & compliance; Manage budgeting, cash flow, and payroll; Build financial models & forecasts; Liaise with auditors, banks, and regulators

Promise Academy 2025-2026 Calendar

Date	Day(s)	Event	Students Out	Teachers Out
July 16-18	3	New Teacher Orientation & Administrative Days	Y	Y
July 21-25	5	In-Service Days	Y	N
July 28-Aug 1	5	In-Service Days	Y	N
		FIRST SEMESTER Total Instructional Days: 87		
August 4	Monday	First Day of School for Students	N	N
September 1	Monday	Labor Day	Y	Y
October 3	Friday	End of Quarter 1	N	N
October 6	Monday	Start of Quarter 2	N	N
October 9	Thursday	Report Card issued, Parent Teacher Conference 3:00-6:00 (2:00pm dismissal)	N	N
October 13-17	Monday-Friday	Fall Break	Y	Y
October 20	Monday	Stockpiled PD Day	Y	N
November 11	Tuesday	Veteran's Day	Y	Y
November 24-28	Monday-Friday	Thanksgiving Break	Y	Y
December 19	Friday	½ day school for students	N	N
December 19	Friday	End of Quarter 2	N	N
Dec 22-Jan 2	Monday-Friday	Winter Break	Y	Y
		SECOND SEMESTER Total Instructional Days: 88		
January 5	Monday	Stockpiled PD Day	Y	N
January 6	Tuesday	Welcome Back Scholars	N	N
January 6	Tuesday	Start of Quarter 3	N	N
January 8	Thursday	Report Card issued, Parent Teacher Conference 3:00-6:00 (2:00pm dismissal)	N	N
January 19	Monday	Dr. Martin Luther King, Jr. Observance	Y	Y
February 13	Friday	Stockpiled PD Day	Y	N
February 16	Monday	President's Day	Y	Y
March 13	Friday	End of Quarter 3	N	N
March 16-20	Monday-Friday	Spring Break	Y	Y
March 23	Monday	Stockpiled PD Day	Y	N
March 24	Tuesday	Start of Quarter 4	N	N
March 26	Thursday	Report Card issued, Parent Teacher Conference 3:00-6:00 (2:00pm dismissal)	N	N
April 3	Friday	Spring Break II	Y	Y
April 6	Monday	Stockpiled PD Day	Y	N
May 22	Friday	Last day of 25-26 School Year ½ day for students	N	N
May 22	Friday	End of Quarter 4	N	N
		TOTAL NUMBER OF INSTRUCTIONAL DAYS: 174		

Grading Periods	Report Cards Issued			
1st Nine Week	October 10th	44 Days August 4 – October 3		
2nd Nine Week	January 9th	43 Days October 6 – December 19		
3rd Nine Week	March 26th	46 days January 6 – March 13		
4th Nine Week	May 22nd	42 days March 24 – May 22		

Inservice (10 days):

- July 21-25, 2025
- July 28 - August 1, 2025

Admin (3 days):

- July 16-18, 2025

Stockpiled PD (5 days):

- October 20th, 2025
- January 5th, 2026
- February 13th, 2026
- March 23rd, 2026
- April 6th, 2026

Teacher Holidays:

- September 1st, 2025 - Labor Day
- October 13-17th, 2025 - Fall Break
- November 11th, 2025 - Veteran’s Day
- November 24-28th, 2025 - Thanksgiving Break
- December 22 - January 2nd, 2026 - Winter Break
- January 19th, 2026 - MLK Observance Day
- February 16th, 2026 - President’s Day
- March 16-20th, 2026 - Spring Break
- April 3rd, 2026 - Spring Break II

promise academy

We educate, develop, and nurture the mind, body, and spirit of children so that they emerge as life-long learners and world-ready leaders.

Promise Academy Board Meetings 2025-2026
Board meetings are being held at 4:00 CST on our campus at 3796 Frayser-Raleigh Road, Memphis, TN 38128 and via Zoom. Meetings will be held on the dates listed below.
August 28th October 30th December 11th February 26th April 30th May 14th

Promise Academy Finance Committee Meetings 2025-2026
Board meetings are being held at 4:00 CST on our campus at 3796 Frayser-Raleigh Road, Memphis, TN 38128 and via Zoom. Meetings will be held on the dates listed below.
August 21st October 23rd December 4th February 19th April 23rd May 7th

Standard Operating Procedure
for Request for Proposal Process

This Standard Operating Procedure ("SOP") outlines Promise Academy's standardized procedure for managing Request for Proposals ("RFPs") to ensure a fair, consistent, transparent, and effective process for procuring goods and services.

I. PURPOSE

The purpose of this SOP is to establish a structured and efficient framework for the entire RFP lifecycle, from identifying needs to selecting the winning vendor and finalizing contracts.

II. SCOPE

This SOP applies to all departments and individuals involved in the procurement of goods and services requiring an RFP process, and ***it applies to RFPs for goods and/or services valued at $25,000 or more.*** If goods and/or services to be provided pursuant to an RFP involve multiple phases, for purposes of this SOP, the value of such goods and/or services will be determined based on the total amount of combined goods and/or services.

Contracts executed as a result of this RFP process shall be subject to a renewed RFP process, consistent with this SOP, at least every two years, or at more frequent intervals as determined in the discretion of the Executive Director and Finance Committee of the Board of Directors. Nevertheless, Promise reserves the right to renew contracts periodically, as appropriate, outside of the RFP process.

III. ROLES AND RESPONSIBILITIES

The following groups will be established by the Executive Director to assist with the RFP process:

- **Procurement Team:** Consists of a minimum of three (3) individuals. Defines the project, needs, goals, scope, requirements, and desired outcomes. Manages the overall RFP process, including drafting the RFP document, advertising, managing submissions, evaluating responses, and facilitating contract negotiations.

- **Evaluation Committee:** Consists of a minimum of three (3) individuals. Reviews, evaluates, and scores proposals based on predefined criteria.

Throughout the RFP process, stakeholders and subject matter experts may be consulted to provide technical input and expertise on specific aspects of the project, including defining requirements and evaluating technical proposals.

In addition, legal counsel may be called on to review the RFP document and all contracts and to otherwise ensure compliance with legal and regulatory requirements.

Individuals with a conflict of interest at any time during the RFP process must disclose that conflict of interest and cease participation in the RFP process.

- A "conflict of interest" or the appearance of a conflict of interest may occur if you are directly or indirectly involved with an organization, or individual(s) of an organization, that has submitted a proposal for evaluation.
- Examples of potentially biasing affiliations or relationships are listed below:
    1. Your solicitation, acceptance, or agreement to accept from anyone any benefit, pecuniary or otherwise, as consideration for your decision or recommendation as it pertains to your evaluation of any proposal.
    2. Your affiliation with a bidding company or institution. For example, a conflict may exist when you:
        (a) are employed by or are being considered for employment with the company or institution submitting any bid or hold a consulting, advisory, or other similar position with said company or institution;

        (b) hold any current membership on a committee, board, or similar position with the company or institution; and/or

        (c) hold ownership of the company or institution, securities, or other evidence of debt; (d) are currently a student or employee in the department or school submitting a proposal.
    3. Your relationship with someone who has a personal interest in the proposal. This includes any affiliation or relationship by marriage or through family membership, any business or professional partnership, close personal friendship, or any other relationship that you think might tend to affect your objectivity or judgment or may give an appearance of impropriety to someone viewing it from outside the relationship.

IV. PROCEDURE

A. Project Initiation and Needs Assessment

1. **Establish Procurement Committee:** The Executive Director will appoint a Procurement Committee consisting of at least three (3) individuals.

2. **Identify project need:** The Procurement Team identifies a need for goods or services or is approached with an identified need for goods or services that necessitates an RFP.

3. **Obtain approval from Executive Director:** The Procurement Team must present the project need to the Executive Director and obtain approval to proceed. If the Executive Director rejects the project, the Procurement Team cannot move forward with the RFP process.

4. **Develop project overview and define deliverables:** The Procurement Team and the Executive Director will work together to determine the purpose, objectives, goals, scope, budget, and timeline of the project. In addition, the Procurement Team and the Executive Director will work together to clearly define the expected deliverables and performance standards.

5. **Identify stakeholders and subject matter experts:** The Procurement Team will identify key stakeholders and subject matter experts who may be candidates for the Evaluation Committee.

6. **Conduct internal discovery:** The Procurement Team should identify key elements of the RFP, including project boundaries, timeline, budget, potential risks, and resource availability.

B. RFP Development

1. **Draft the RFP document:** The Procurement Team will be responsible for drafting the RFP document, which may include sections for:

    - School introduction
    - Project overview and background
    - Scope of work and deliverables
    - Project requirements and specifications (technical, functional, etc.)
    - Timeline, milestones, and deadlines (flexible or fixed)
    - Potential roadblocks or concerns
    - Budget information and payment terms
    - Evaluation criteria and weighting
    - Submission guidelines and format requirements
    - Vendor qualifications and experience
    - Questions for potential vendors
    - Appendices and additional information

2. **Review and refine:** The Procurement Team must obtain Executive Director approval of the drafted RFP.

3. **Create a bidders list:** The Procurement Team should identify a list of potential vendors based on market research, expertise, and previous experience. Key

stakeholders and subject matter experts should be consulted on potential vendors where appropriate.

4. **Advertise the RFP:** The Executive Director will work with the Director of Safety & Technology to publicly announce the RFP through appropriate channels.

C. Proposal Management

1. **Release the RFP: Director of Operations** will distribute the RFP to the bidders list and make it available to other interested vendors.
2. **Manage bid window and inquiries:** The RFP should establish a defined period for vendors to submit clarifying questions. The Director of Operations is responsible for responding promptly to any such questions and distributing answers to all participants in a transparent manner.
3. **Receive proposals:** The Procurement Team is responsible for collecting and organizing submitted proposals according to the specified deadline and format requirements. ***<u>There must be a minimum of three (3) submitted proposals to proceed to the next step.</u>***

D. Proposal Evaluation

1. **Establish Evaluation Committee:** The Executive Director will appoint an Evaluation Committee consisting of at least three (3) individuals who are stakeholders and/or subject matter experts.
2. **Evaluate proposals:** The Evaluation Committee reviews and scores proposals based on the predefined evaluation criteria, including cost, technical fit, experience, scalability, and reputation.
3. **Shortlist candidates:** The Evaluation Committee will select a smaller group of qualified candidates for further evaluation or interviews.
4. **Conduct interviews/demonstrations:** The Evaluation Committee will conduct interviews, presentations, or demonstrations with shortlisted vendors to gather additional information and assess their capabilities.
5. **Select the winning vendor:** Based on the information obtained, the Evaluation Committee will select the vendor that best meets the project requirements and offers the most competitive proposal.

E. Contract Negotiations and Execution

1. **Negotiate contract terms:** The Executive Director and Finance Manager will engage in negotiations with the selected vendor to finalize contract terms, payment schedules, service level agreements (SLAs), and other relevant clauses.

2. **Review contract with legal counsel:** The Executive Director and Finance Manager consult with legal counsel to ensure the final contract aligns with legal and regulatory requirements.

3. **Review contract with Finance Committee:** The Executive Director and Finance Manager consult with the Finance Committee of the Board of Directors for review and approval of the final contract before execution.

4. **Execute the contract:** The Executive Director and Director of Operations will obtain any necessary approvals and formalize the agreement.

F. Post-Award Activities

1. **Notify unsuccessful vendors:** The Evaluation Committee will be responsible for informing the unsuccessful vendors of the decision and providing constructive feedback where possible.

2. **Contract administration:** The Evaluation Committee and Executive Director should monitor the vendor's performance throughout the contract duration to ensure compliance with the agreed terms and conditions.

V. DOCUMENT CONTROL AND REVIEW

Promise Academy will review and update this SOP periodically, as needed, to reflect changes in best practices, institutional needs, and legal requirements.

PROMISE ACADEMY 401(K) PLAN

SUMMARY PLAN DESCRIPTION

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PROMISE ACADEMY 401(K) PLAN

SUMMARY PLAN DESCRIPTION

INTRODUCTION TO YOUR PLAN

What kind of Plan is this?

Promise Academy 401(k) Plan ("Plan") has been adopted to provide you with the opportunity to save for retirement on a tax-advantaged basis. This Plan is a type of qualified retirement plan commonly referred to as a 401(k) Plan.

What information does this Summary provide?

This Summary Plan Description ("SPD") contains information regarding when you may become eligible to participate in the Plan, your Plan benefits, your distribution options, and many other features of the Plan. You should take the time to read this SPD to get a better understanding of your rights and obligations under the Plan.

In this Summary, your Employer has addressed the most common questions you may have regarding the Plan. If this SPD does not answer all of your questions, please contact the Administrator or other Plan representative. The Administrator is responsible for responding to questions and making determinations related to the administration, interpretation, and application of the Plan. The name and address of the Administrator can be found at the end of this SPD in the Article entitled "General Information About the Plan."

This SPD describes the Plan's benefits and obligations as contained in the legal Plan document, which governs the operation of the Plan. The Plan document is written in much more technical and precise language and is designed to comply with applicable legal requirements. If the non-technical language in this SPD and the technical, legal language of the Plan document conflict, the Plan document always governs. If you wish to receive a copy of the legal Plan document, please contact the Administrator.

The Plan and your rights under the Plan are subject to federal laws, such as the Employee Retirement Income Security Act (ERISA) and the Internal Revenue Code, as well as some state laws. The provisions of the Plan are subject to revision due to a change in laws or due to pronouncements by the Internal Revenue Service (IRS) or Department of Labor (DOL). Your Employer may also amend or terminate this Plan. Your Employer will notify you if the provisions of the Plan that are described in this SPD change.

Types of contributions. The following types of contributions may be made under this Plan:

- Employee salary deferrals including Roth 401(k) deferrals
- Employer matching contributions
- Employer profit sharing contributions
- Employee "rollover" contributions

ARTICLE I
PARTICIPATION IN THE PLAN

How do I participate in the Plan?

Provided you are not an Excluded Employee, you may become a "Participant" in the Plan once you have satisfied the eligibility requirements and reached your "Entry Date." The following describes the eligibility requirements and Entry Dates that apply. You should contact the Administrator if you have questions about the timing of your Plan participation.

All Contributions

Excluded Employees. If you are a member of a class of employees identified below, you are an Excluded Employee and you are not entitled to participate in the Plan. The Excluded Employees are:

- union employees whose employment is governed by a collective bargaining agreement under which retirement benefits were the subject of good faith bargaining, unless the collective bargaining agreement requires the employee to be included within the Plan

- certain nonresident aliens who have no earned income from sources within the United States

- highly compensated employees (generally more than 5% owners and certain family members (regardless of how much they earn), or individuals receiving wages in excess of certain amounts established by law)

- leased employees

- All employees who are eligible to participate in the Tennessee Consolidated Retirement System and all persons or employees not paid a W-2 wage from Promise Academy Spring Hill.

Eligibility conditions. You will be eligible to participate in the Plan on your date of hire. However, you will actually become a Participant in the Plan once you reach the Entry Date as described below.

Entry Date. Your Entry Date will be the first day of the month coinciding with or next following the date you satisfy the eligibility requirements.

What happens if I'm a Participant, terminate employment and then I'm rehired?

If you are no longer a Participant because you terminated employment, and you are rehired, then you will be able to participate in the Plan on your date of rehire provided you are otherwise eligible to participate in the Plan.

ARTICLE II
EMPLOYEE CONTRIBUTIONS

What are salary deferrals and how do I contribute them to the Plan?

Salary deferrals. Effective October 1, 2025, as a Participant under the Plan, you may elect to reduce your compensation by a specific percentage or dollar amount and have that amount contributed to the Plan as a salary deferral. There are two types of salary deferrals: Pre-Tax 401(k) deferrals and Roth 401(k) deferrals. For purposes of this SPD, "salary deferrals" generally means both Pre-Tax 401(k) deferrals and Roth 401(k) deferrals. Regardless of the type of deferral you make, the amount you defer is counted as compensation for purposes of Social Security taxes.

Pre-Tax 401(k) deferrals. If you elect to make Pre-Tax 401(k) deferrals, then your taxable income is reduced by the deferral contributions so you pay less in federal income taxes. Later, when the Plan distributes the deferrals and earnings, you will pay the taxes on those deferrals and the earnings. Therefore, with a Pre-Tax 401(k) deferral, federal income taxes on the deferral contributions and on the earnings are only postponed. Eventually, you will have to pay taxes on these amounts.

Roth 401(k) deferrals. If you elect to make Roth 401(k) deferrals, the deferrals are subject to federal income taxes in the year of deferral. However, the deferrals and, in most cases, the earnings on the deferrals are not subject to federal income taxes when distributed to you. In order for the earnings to be tax free, you must meet certain conditions. See "What are my tax consequences when I receive a distribution from the Plan?" below.

Deferral procedure. The amount you elect to defer will be deducted from your pay in accordance with a procedure established by the Administrator. You may elect to defer a portion of your salary as of your Entry Date or on each payroll period. Such election will become effective as soon as administratively feasible after it is received by the Administrator. Your election will generally remain in effect until you modify or terminate it.

Deferral modifications. You are permitted to revoke your salary deferral election at any time during the Plan Year. You may make any other modification as of each payroll period or in accordance with any other procedure that your Employer provides. Any modification will become effective as soon as administratively feasible after it is received by the Administrator.

Deferral Limit. As a Participant, you may elect to defer an amount from your compensation each year instead of receiving that amount in cash. You may defer a percentage of your compensation. Such election will also apply to irregular pay (e.g., bonuses) unless the Plan has a policy to exclude these amounts or allows for a different deferral election for these amounts.

Your total deferrals in any taxable year may not exceed a dollar limit which is set by law. The limit for 2025 is $23,500. After 2025, the dollar limit may increase for cost-of-living adjustments. See the paragraph below on Annual dollar limit. The Administrator will notify you of the maximum percentage you may defer.

Catch-up contributions. Effective October 1, 2025, if you are at least age 50 or will attain age 50 before the end of a calendar year, then you may elect to defer additional amounts (called "catch-up contributions") to the Plan as of the January 1st of that year. The additional amounts may be deferred regardless of any other limitations on the amount that you may defer to the Plan. The maximum "catch-up contribution" that you can make in 2025 is $7,500. After 2025, the maximum may increase for cost-of-living adjustments.

Automatic Deferral. The Plan includes an automatic salary deferral feature. Your Employer will automatically withhold a portion of your compensation from your pay each payroll period and contribute that amount to the Plan as a Pre-Tax 401(k) deferral. The Automatic Deferral provisions apply to all Participants, except those who have a salary deferral agreement in effect on the Automatic Deferral provisions effective date.

Automatic Deferral provisions. The following provisions apply to these Automatic Deferrals:

- You may complete a salary deferral agreement to elect an alternative deferral amount or to elect not to defer under the Plan in accordance with the deferral procedures of the Plan. Your election will generally remain in effect until you modify or terminate it. If your Employer automatically enrolled you and you did not want to participate in the Plan, then your Employer can refund your deferrals to you within 90 days of the first automatic deferral provided you notify your Employer within a reasonable period of time prior to the end of the 90 day period.

- The amount to be automatically withheld from your pay each payroll period will be equal to 10% of your compensation.

Contact the Administrator if you have any questions concerning the application of Automatic Deferrals.

Annual dollar limit. You should also be aware that each separately stated annual dollar limit on the amount you may defer (the annual deferral limit and the "catch-up contribution" limit) is a separate aggregate limit that applies to all such similar salary deferral amounts and "catch-up contributions" you may make under this Plan and any other cash or deferred arrangements (including tax-sheltered 403(b) annuity contracts, simplified employee pensions or other 401(k) plans) in which you may be participating. Generally, if an annual dollar limit is exceeded, then the excess must be returned to you in order to avoid adverse tax consequences. For this reason, it is desirable to request in writing that any such excess salary deferral amounts and "catch-up contributions" be returned to you.

If you are in more than one plan, you must decide which plan or arrangement you would like to return the excess. If you decide that the excess should be distributed from this Plan, you must communicate this in writing to the Administrator not later than the March 1st following the close of the calendar year in which such excess deferrals were made. However, if the entire dollar limit is exceeded in this Plan or any other plan your Employer maintains, then you will be deemed to have notified the Administrator of the excess. The Administrator will then return the excess deferrals and any earnings to you by April 15th.

Allocation of deferrals. The Administrator will allocate the amount you elect to defer to an account maintained on your behalf. You will always be 100% vested in this account (see the Article in this SPD entitled "Vesting"). This means that you will always be entitled to all amounts that you defer. This money will, however, be affected by any investment gains or losses. If there is an investment gain, then the balance in your account will increase. If there is an investment loss, then the balance in your account will decrease.

Distribution of deferrals. The rules regarding distributions of amounts attributable to your salary deferrals are explained later in this SPD. However, if you are a highly compensated employee (generally more than 5% owners and certain family members (regardless of how much they earn), or individuals receiving wages in excess of certain amounts established by law), a distribution of amounts attributable to your salary deferrals or certain excess contributions may be required to comply with the law. The Administrator will notify you when a distribution is required.

What are "rollover" contributions?

Rollover contributions. At the discretion of the Administrator, if you are a Participant who is currently employed or an Eligible Employee, you may be permitted to deposit into the Plan distributions you have received from other retirement plans and certain IRAs. Such a deposit is called a "rollover" contribution and may result in tax savings to you. You may ask the Administrator or Trustee of the other plan or IRA to directly transfer (a "direct rollover") to this Plan all or a portion of any amount that you are entitled to receive as a distribution from such plan. You should consult qualified counsel to determine if a rollover is in your best interest.

Rollover account. Your "rollover" contribution will be accounted for in a "rollover account." You will always be 100% vested in your "rollover account" (see the Article in this SPD entitled "Vesting"). This means that you will always be entitled to all amounts in your "rollover account." Rollover contributions will be affected by any investment gains or losses.

Withdrawal of "rollover" contributions. You may withdraw the amounts in your "rollover account" at any time.

What are In-Plan Roth Conversions?

Ordinarily, you do not pay taxes on the contributions or earnings of your accounts attributable to your employer's contributions (including accounts attributable to Employer matching contributions and accounts attributable to Employer profit sharing contributions) until you receive an actual distribution from such accounts because such amounts are usually held in what is called "pre-tax" accounts. In other words, the taxes on the contributions and earnings in your pre-tax accounts are deferred until a distribution is made. Roth accounts, however, are the opposite. With a Roth account you pay current taxes on the amounts contributed. When a distribution is made to you from the Roth account, you do not pay taxes on the amounts you had contributed. In addition, if you have a "qualified Roth distribution", you also do not pay taxes on the earnings that are attributable to the contributions. See the Q&A called "What are my tax consequences when I receive a distribution from the Plan?" for the definition of a qualified Roth distribution.

This Plan allows an In-Plan Roth conversion feature. That means that a portion of your funds that are already in one or more of your tax-deferred accounts under the Plan can be converted from a pre-tax basis to a Roth tax basis. For tax purposes, such recharacterized amounts will be treated by the Plan as if such funds had been Roth deferrals to your account, i.e., they will not be taxed at the time of distribution. That is because you will be taxed on the total amount being converted to a Roth tax basis for the year in which such conversion(s) are made.

Once you make an election to convert an amount to a Roth tax basis, your election cannot be changed. It's important that you understand the tax effects of making the election and ensure you have adequate resources outside of the plan to pay the additional taxes. The In-Plan Roth transfer does not affect the timing of when a distribution may be made to you under the Plan; the transfer only changes the tax character of your account. You should consult with your tax advisor prior to making a transfer election.

There are two conversion options available under the plan, In-plan Roth Rollovers and In-plan Roth Transfers. Each type of conversion is described in greater detail in the two Questions that immediately follow, because there are some technical differences between the two types.

What are In-Plan Roth Rollovers?

In-Plan Roth Rollovers. If you are eligible for a distribution from an account and you are currently an employee, you may elect to roll over all or a portion of the distribution to a designated Roth contribution account in the Plan (referred to as an In-Plan Roth Rollover). You may only roll over the distribution directly. If you wish to convert all or a portion of a non-distributable account to a Roth tax basis, see the Question "What are In-Plan Roth Rollover Transfers?"

The following limitations apply to the In-Plan Roth Rollovers:

- An In-Plan Roth Contribution can only be made from accounts which are 100% vested.
- A transfer can only be made at a time when you are still employed.
- Loans may not be distributed as part of the distribution.

Account restrictions on deemed distributions. You may elect to make an In-Plan Roth Rollover only from the following accounts provided the account is 100% vested :

- pre-tax deferral accounts

The law restricts any in-service distributions from certain accounts which are maintained for you under the Plan before you reach age 59 1/2. These accounts are the ones set up to receive your salary deferral contributions and other Employer contributions which are used to satisfy special rules for 401(k) plans. Ask the Administrator if you need more details.

What are In-Plan Roth Rollover Transfers?

In-Plan Roth Rollover Transfers. As a Participant under the Plan, you may make an In-Plan Roth Rollover Transfer (provided you are an employee at the time of the transfer). An In-Plan Roth Rollover Transfer allows you to elect to change the tax treatment of all or some of your pre-tax accounts provided the account is 100% vested, as explained below.

Conditions and Limitations. The following limitations apply to the In-Plan Roth Rollover Transfer:

- A transfer can only be made from accounts which are 100% vested.
- Loans may not be distributed as part of the distribution.
- A transfer can only be made at a time when you are still employed.

Account restrictions. You may elect an In-Plan Roth Rollover Transfer only from the following accounts provided the account is 100% vested:

- pre-tax deferral accounts

Additional Information: See the Question entitled "What are In-Plan Roth conversions" for more information on this feature.

ARTICLE III
EMPLOYER CONTRIBUTIONS

In addition to any deferrals you elect to make, your Employer will make additional contributions to the Plan. This Article describes Employer contributions that will be made to the Plan and how your share of the contribution is determined.

What is the Employer matching contribution and how is it allocated?

Fixed Matching contribution. Your Employer will make a matching contribution equal to 120% of your salary deferrals.

Limit on matching contribution. In applying the matching contribution, your salary deferrals for each payroll period that exceed 5% of your compensation for such period will not be considered (i.e., will not be matched).

Limit on matching contribution. Regardless of the preceding, your matching contribution in any Plan Year will not exceed 6% of your compensation.

Allocation conditions. You will always share in the matching contribution regardless of the amount of service you complete during the Plan Year.

What is the Employer profit sharing contribution and how is it allocated?

Profit sharing contribution. Each year, your Employer may make a discretionary profit sharing contribution to your account.

Allocation conditions. You will always share in the profit sharing contribution regardless of the amount of service you complete during the Plan Year.

What are forfeitures and how are they allocated?

Definition of forfeitures. In order to reward employees who remain employed with the Employer for a long period of time, the law permits a "vesting schedule" to be applied to certain contributions that your Employer makes to the Plan. This means that you will not be "vested" in (entitled to) all of the contributions until you have been employed with the Employer for a specified period of time (see the Article entitled "Vesting"). If a Participant terminates employment before being fully vested, then the non-vested portion of the Terminated Participant's account balance remains in the Plan and is called a forfeiture.

Allocation of forfeitures. The Employer may use forfeitures to pay Plan expenses. In some cases, remaining forfeitures will be used to reduce Employer contributions.

ARTICLE IV
COMPENSATION AND ACCOUNT BALANCE

What compensation is used to determine my Plan benefits?

Definition of compensation. For the purposes of the Plan, compensation has a special meaning. Compensation is generally defined as your total compensation that is subject to income tax and paid to you by your Employer during the Plan Year. In addition, salary reductions to this Plan and to any other plan or arrangement (such as a cafeteria plan) will be included in Compensation. If you are a self-employed individual, your compensation will be equal to your earned income. The following describes the adjustments to compensation that may apply under the Plan.

All Contributions

Adjustments to compensation. The following adjustments to compensation will be made:

- reimbursements or other expense allowances, fringe benefits, moving expenses, deferred compensation, and welfare benefits will be excluded.

- compensation paid while not a Participant in the component of the Plan for which compensation is being used will be excluded.

- compensation paid after you terminate employment is generally excluded for Plan purposes. However, the following amounts will be included in compensation even though they are paid after you terminate employment, provided these amounts would otherwise have been considered compensation as described above and provided they are paid within 2 1/2 months after you terminate employment, or if later, the last day of the Plan Year in which you terminate employment:

    - compensation for services performed during your regular working hours, or for services outside your regular working hours (such as overtime or shift differential) or other similar payments that would have been made to you had you continued employment

    - compensation paid for unused accrued bona fide sick, vacation or other leave, if such amounts would have been included in compensation if paid prior to your termination of employment and you would have been able to use the leave if employment had continued

- nonqualified unfunded deferred compensation if the payment is includible in gross income and would have been paid to you had you continued employment

Is there a limit on the amount of compensation which can be considered?

The Plan, by law, cannot recognize annual compensation in excess of a certain dollar limit. The limit for the Plan Year beginning in 2025 is $350,000. After 2025, the dollar limit may increase for cost-of-living adjustments.

Is there a limit on how much can be contributed to my account each year?

Generally, the law imposes a maximum limit on the amount of contributions (excluding "catch-up contributions") that may be made to your account and any other amounts allocated to any of your accounts during the Plan Year, excluding earnings. Beginning in 2025, this total cannot exceed the lesser of $70,000 or 100% of your annual compensation. After 2025, the dollar limit may increase for cost-of-living adjustments.

How is the money in the Plan invested?

The Trustee of the Plan has been designated to hold the assets of the Plan for the benefit of Plan Participants and their beneficiaries in accordance with the terms of this Plan. The Trust Fund established by the Plan's Trustee will be the funding medium used for the accumulation of assets from which Plan benefits will be distributed.

Participant directed investments. You will be able to direct the investment of your entire interest in the Plan. The Administrator will provide you with information on the investment choices available to you, the procedures for making investment elections, the frequency with which you can change your investment choices and other important information. You need to follow the procedures for making investment elections and you should carefully review the information provided to you before you give investment directions. If you do not direct the investment of your applicable Plan accounts, then your accounts will be invested in accordance with the default investment alternatives established under the Plan. These default investments will be made in accordance with specific rules under which the fiduciaries of the Plan, including the Employer, the Trustee and the Administrator, will be relieved of any legal liability for any losses resulting from the default investments. The Administrator has or will provide you with a separate notice which details these default investments and your right to switch out of the default investment if you so desire.

The Plan is intended to comply with Section 404(c) of ERISA (the Employee Retirement Income Security Act). If the Plan complies with Section 404(c), then the fiduciaries of the Plan, including your Employer, the Trustee(s) and the Administrator, will be relieved of any legal liability for any losses which are the direct and necessary result of the investment directions that you give.

Earnings or losses. When you direct investments, your accounts are segregated for purposes of determining the earnings or losses on these investments. Your account does not share in the investment performance of other Participants who have directed their own investments. You should remember that the amount of your benefits under the Plan will depend in part upon your choice of investments. Gains as well as losses can occur and your Employer, the Administrator, and the Trustee will not provide investment advice or guarantee the performance of any investment you choose.

Periodically, you will receive a benefit statement that provides information on your account balance and your investment returns. It is your responsibility to notify the Administrator of any errors you see on any statements within 30 days after the statement is provided or made available to you.

Will Plan expenses be deducted from my account balance?

Expenses allocated to all accounts. The Plan permits the payment of Plan expenses to be made from the Plan's assets. If expenses are paid using the Plan's assets, then the expenses will generally be allocated among the accounts of all Participants in the Plan. These expenses will be allocated either proportionately based on the value of the account balances or as an equal dollar amount based on the number of Participants in the Plan. The method of allocating the expenses depends on the nature of the expense itself. For example, certain administrative (or recordkeeping) expenses would typically be allocated proportionately to each Participant. If the Plan pays $1,000 in expenses and there are 100 Participants, your account balance would be charged $10 ($1,000/100) of the expense.

Terminated employee. After you terminate employment, your Employer reserves the right to charge your account for your pro rata share of the Plan's administration expenses, regardless of whether your Employer pays some of these expenses on behalf of current employees.

Expenses allocated to individual accounts. There are certain other expenses that may be paid just from your account. These are expenses that are specifically incurred by, or attributable to, you. For example, if you are married and get divorced, the Plan may incur additional expenses if a court mandates that a portion of your account be paid to your ex-spouse. These additional expenses may be paid directly from your account (and not the accounts of other Participants) because they are directly attributable to you under the Plan. The Administrator will inform you when there will be a charge (or charges) directly to your account.

Your Employer may, from time to time, change the manner in which expenses are allocated.

ARTICLE V
VESTING

What is my vested interest in my account?

In order to reward employees who remain employed with the Employer for a long period of time, the law permits a "vesting schedule" to be applied to certain contributions that your Employer makes to the Plan. This means that you will not be entitled ("vested") in all of the contributions until you have been employed with the Employer for a specified period of time.

100% vested contributions. You are always 100% vested (which means that you are entitled to all of the amounts) in your accounts attributable to the following contributions:

- salary deferrals including Roth 401(k) deferrals and "catch-up contributions"

- "rollover" contributions

Vesting schedules. Your "vested percentage" for certain Employer contributions is based on vesting Years of Service. This means at the time you stop working, your account balance attributable to contributions subject to a vesting schedule is multiplied by your vested percentage. The result, when added to the amounts that are always 100% vested as shown above, is your vested interest in the Plan, which is what you will actually receive from the Plan.

Employer Profit Sharing Contributions

Your "vested percentage" in your account attributable to profit sharing contributions is determined under the following schedule. You will always, however, be 100% vested in your profit sharing contributions if you are employed on or after your Normal Retirement Age or if you die or become disabled.

Vesting Schedule
Profit Sharing Contributions

Years of Service	Percentage
Less than 3	0%
3	100%

Employer Matching Contributions

Your "vested percentage" in your account attributable to matching contributions is determined under the following schedule. You will always, however, be 100% vested in your matching contributions if you are employed on or after your Normal Retirement Age or if you die or become disabled.

Vesting Schedule
Matching Contributions

Years of Service	Percentage
Less than 3	0%
3	100%

How is my service determined for vesting purposes?

Year of Service. To earn a Year of Service, you must be credited with at least 1,000 Hours of Service during a Plan Year. The Plan contains specific rules for crediting Hours of Service for vesting purposes. The Administrator will track your service and will credit you with a Year of Service for each Plan Year in which you are credited with the required Hours of Service, in accordance with the terms of the Plan. If you have any questions regarding your vesting service, you should contact the Administrator.

Hour of Service-employees for whom hourly records are kept. You will be credited with your actual Hours of Service for:

(a) each hour for which you are directly or indirectly compensated by the Employer for the performance of duties during the Plan Year;

(b) each hour for which you are directly or indirectly compensated by the Employer for reasons other than the performance of duties (such as vacation, holidays, sickness, disability, lay-off, military duty, jury duty or leave of absence during the Plan Year); and

(c) each hour for back pay awarded or agreed to by the Employer.

You will not be credited for the same Hours of Service both under (a) or (b), as the case may be, and under (c).

Hour of Service-employees for whom hourly records are not kept. The Plan does not credit you with your actual Hours of Service. Instead the Plan uses an "equivalency" method. Under this method you will be credited with 190 Hours of Service for each month during the year in which you would otherwise be credited with at least one Hour of Service.

What service is counted for vesting purposes?

Service with the Employer. In calculating your vested percentage, all service you perform for the Employer will generally be counted. However, there are some exceptions to this general rule.

Excluded vesting service - prior to the initial Effective Date. For purposes of matching contributions and profit sharing contributions, Years of Service prior to July 1, 2025, which is the initial Effective Date of the Plan, will not be counted for vesting purposes.

Break in Service rules. If you terminate employment and are rehired, you may lose credit for prior service under the Plan's Break in Service rules.

For vesting purposes, you will have a 1-Year Break in Service if you complete less than 501 Hours of Service during the computation period used to determine whether you have a Year of Service. However, if you are absent from work for certain leaves of absence such as a maternity or paternity leave, you may be credited with enough Hours of Service to prevent a Break in Service.

Five-year Break in Service rule. The five-year Break in Service rule applies only to employees who had no vested interest in the Plan when employment had terminated. If you were not vested in any amounts when you terminated employment and you have five 1-Year Breaks in Service (as defined above), all the service you earned before the 5-year period no longer counts for vesting purposes. Thus, if you return to employment after incurring five 1-Year Breaks in Service, you will be treated as a new employee (with no service) for purposes of determining your vested percentage under the Plan.

Military service. If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with the Employer. If you may be affected by this law, ask the Administrator for further details.

What happens to my non-vested account balance if I'm rehired?

If you have no vested interest in the Plan when you leave, your account balance will be forfeited. However, if you are rehired before incurring five 1-Year Breaks in Service, your account balance as of your termination date will be restored, unadjusted for any gains or losses.

If you are partially vested in your account balance when you leave, the non-vested portion of your account balance will be forfeited on the earlier of the date:

(a) of the distribution of your vested account balance, or

(b) when you incur five consecutive 1-Year Breaks in Service.

If you received a distribution of your vested account balance and are rehired, you may have the right to repay this distribution. If you repay the entire amount of the distribution, your Employer will restore your account balance with your forfeited amount. You must repay this distribution within five years from your date of reemployment, or, if earlier, before you incur five 1-Year Breaks in Service. If you were 100% vested when you left, you do not have the opportunity to repay your distribution.

What happens if the Plan becomes a "top-heavy plan"?

Top-heavy plan. A retirement plan that primarily benefits "key employees" is called a "top-heavy plan." "Key employees" are certain owners or officers of your Employer. A plan is generally a "top-heavy plan" when more than 60% of the plan assets are attributable to "key employees." Each year, the Administrator is responsible for determining whether the Plan is a "top-heavy plan."

Top-heavy rules. If the Plan becomes top-heavy in any Plan Year, then non-key employees may be entitled to certain "top-heavy minimum benefits," and other special rules will apply. These top-heavy rules include the following:

- Your Employer may be required to make a contribution on your behalf in order to provide you with at least "top-heavy minimum benefits."

- If you are a Participant in more than one Plan, you may not be entitled to "top-heavy minimum benefits" under both Plans.

ARTICLE VI
DISTRIBUTIONS PRIOR TO TERMINATION AND HARDSHIP DISTRIBUTIONS

Can I withdraw money from my account while working?

In-service distributions. You may be entitled to receive an in-service distribution. However, this distribution is not in addition to your other benefits and will therefore reduce the value of the benefits you will receive at retirement. This distribution is made at your election and will be made in accordance with the forms of distributions available under the Plan.

Conditions and limitations. Generally, you may receive a distribution from the Plan from certain accounts prior to your termination of employment provided you satisfy the condition described below:

- you have attained age 59 1/2

The following limitations apply to in-service distributions from certain accounts:

- The minimum amount you can receive as an in-service distribution is $1,000.
- In-service distributions can only be made from accounts which are 100% vested.

The law restricts any in-service distributions from certain accounts which are maintained for you under the Plan before you reach age 59 1/2. These accounts are the ones set up to receive your salary deferral contributions and other Employer contributions which are used to satisfy special rules for 401(k) plans. Ask the Administrator if you need more details.

Can I withdraw money from my account in the event of financial hardship?

Hardship distributions. You may withdraw money for financial hardship if you satisfy certain conditions. This hardship distribution is not in addition to your other benefits and will therefore reduce the value of the benefits you will receive at retirement.

Qualifying expenses. A hardship distribution may be made to satisfy certain immediate and heavy financial needs that you have. A hardship distribution may only be made for payment of the following:

- expenses for medical care (described in Section 213(d) of the Internal Revenue Code) previously incurred by you, your spouse or your dependents or necessary for you, your spouse or your dependents to obtain medical care.
- costs directly related to the purchase of your principal residence (excluding mortgage payments).
- tuition, related educational fees, and room and board expenses for the next twelve (12) months of post-secondary education for yourself, your spouse or your dependents.
- amounts necessary to prevent your eviction from your principal residence or foreclosure on the mortgage of your principal residence.
- payments for burial or funeral expenses for your deceased parent, spouse, children or other dependents.
- expenses for the repair of damage to your principal residence that would qualify for the casualty deduction under the Internal Revenue Code without regard to the limit on casualty losses that are deductible for income tax purposes under IRC 165(h).
- expenses for disasters arising from federally declared disasters, such as your expenses and losses (including loss of income) attributable to that disaster, provided your principal residence or place of employment was in an area FEMA designates as qualifying for individual assistance.

Conditions. If you have any of the above expenses, a hardship distribution can only be made if you certify and agree that all of the following conditions are satisfied:

(a) The distribution is not in excess of the amount of your immediate and heavy financial need. The amount of your immediate and heavy financial need may include any amounts necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from the distribution.

(b) You have obtained all distributions, other than hardship distributions, and all nontaxable loans currently available under all retirement plans that the Employer maintains.

(c) You certify (via a form for that purpose) that you have insufficient cash or other liquid assets reasonably available to satisfy the need.

Limitations. The following limitations apply to hardship distributions:

- The minimum amount you can request as a hardship distribution is $1,000.

Account restrictions. You may request a hardship distribution only from the vested portion of the following accounts:

- pre-tax deferral accounts plus earnings
- Roth 401(k) deferral accounts plus earnings

In addition, there are restrictions placed on hardship distributions which are made from certain accounts. The earnings on your salary deferrals and Employer contributions which are used to satisfy special rules that apply to 401(k) plans, may not be distributed to you on account of a hardship. Ask the Administrator if you need further details.

ARTICLE VII
BENEFITS AND DISTRIBUTIONS UPON TERMINATION OF EMPLOYMENT

When can I get money out of the Plan?

You may receive a distribution of the vested portion of some or all of your accounts in the Plan for the following reasons:

- termination of employment for reasons other than death, disability or retirement
- normal retirement
- disability
- death

This Plan is designed to provide you with retirement benefits. However, distributions are permitted if you die or become disabled. In addition, certain payments are permitted when you terminate employment for any other reason. The rules under which you can receive a distribution are described in this Article. The rules regarding the payment of death benefits to your beneficiary are described in "Benefits and Distributions Upon Death."

You may also receive distributions while you are still employed with the Employer. (See the Article entitled "Distributions Prior to Termination and Hardship Distributions" for a further explanation.)

Military service. If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with the Employer. There may also be benefits for employees who die or become disabled while on active duty. Employees who receive wage continuation payments while in the military may benefit from various changes in the law. If you think you may be affected by these rules, ask the Administrator for further details.

What happens if I terminate employment before death, disability or retirement?

If your employment terminates for reasons other than death, disability or normal retirement, you will be entitled to receive only the "vested percentage" of your account balance.

You may elect to have your vested account balance distributed to you as soon as administratively feasible on or after the valuation date coinciding with or next following the date on which you terminate employment. However, if the value of your vested account balance does not exceed $5,000, then a distribution will be made to you regardless of whether you consent to receive it. (See the question entitled "How will my benefits be paid to me?" for additional information.)

Treatment of "rollover" contributions for consent to distribution. In determining if the value of your vested account balance exceeds the $5,000 threshold described above used to determine whether you must consent to a distribution, your "rollover account" will be considered as part of your benefit.

What happens if I terminate employment at Normal Retirement Date?

Normal Retirement Date. You will attain your Normal Retirement Age when you reach age 65. Your Normal Retirement Date is the date on which you attain your Normal Retirement Age.

Payment of benefits. You will become 100% vested in all of your accounts under the Plan once you attain your Normal Retirement Age. However, the actual payment of benefits generally will not begin until you have terminated employment and reached your Normal Retirement Date. In such event, a distribution will be made, at your election, as soon as administratively feasible. If you remain employed past your Normal Retirement Date, you may generally defer the receipt of benefits until you actually terminate employment. In such event, benefit payments will begin as soon as feasible at your request, but generally not later than age 70 1/2 (if you were born before July 1, 1949) or age 72 (if you were born after June 30, 1949). (See the question entitled "How will my benefits be paid to me?" for an explanation of how these benefits will be paid.)

What happens if I terminate employment due to disability?

Definition of disability. Under the Plan, disability is defined as a physical or mental condition resulting from bodily injury, disease, or mental disorder which renders you incapable of continuing any gainful occupation and which has lasted or can be expected to last for a continuous period of at least twelve (12) months. Your disability must be determined by a licensed physician. However, if your condition constitutes total disability under the federal Social Security Act, then the Administrator may deem that you are disabled for purposes of the Plan.

Payment of benefits. If you become disabled while an employee, you will become 100% vested in all of your accounts under the Plan. Payment of your disability benefits will be made to you as if you had retired. However, if the value of your account balance does not exceed $5,000, then a distribution of your account balance will be made to you, regardless of whether you consent to receive it. (See the question entitled "How will my benefits be paid to me?" for an explanation of how these benefits will be paid.)

How will my benefits be paid to me?

Forms of distribution. If your vested account balance does not exceed $5,000, then your vested account balance may only be distributed to you in a single lump-sum payment. In determining whether your vested account balance exceeds the $5,000 threshold, "rollover" contributions (and any earnings allocable to "rollover" contributions) will be taken into account.

In addition, if your vested account balance exceeds $5,000, you must consent to any distribution before it may be made. If your vested account balance exceeds $5,000, you may elect to receive a distribution of your vested account balance in:

- a single lump-sum payment
- partial withdrawals of at least $5,000
- Partial withdrawals are permitted for Required Minimum Distributions under code Section 401(a)(9).

Delaying distributions. You may delay the distribution of your vested account balance unless a distribution is required to be made, as explained earlier, because your vested account balance does not exceed $5,000. However, if you elect to delay the distribution of your vested account balance, there are rules that require that certain minimum distributions be made from the Plan. If you are a 5% owner, distributions are required to begin not later than the April 1st following the end of the year in which you reach age 70 1/2 (if you were born before July 1, 1949) or age 72 (if you were born after June 30, 1949). If you are not a 5% owner, distributions are required to begin not later than the April 1st following the later of the end of the year in which you reach age 70 1/2 (if you were born before July 1, 1949) or age 72 (if you were born after June 30, 1949) or retire. You should contact the Administrator if you think you may be affected by these rules.

Medium of payment. Benefits under the Plan will generally be paid to you in cash only.

ARTICLE VIII
BENEFITS AND DISTRIBUTIONS UPON DEATH

What happens if I die while working for the Employer?

If you die while still employed by the Employer, then your vested account balance will be used to provide your beneficiary with a death benefit.

Who is the beneficiary of my death benefit?

Married Participant. If you are married at the time of your death, your spouse will be the beneficiary of the entire death benefit unless an election is made to change the beneficiary. IF YOU WISH TO DESIGNATE A BENEFICIARY OTHER THAN YOUR SPOUSE, YOUR SPOUSE (IF YOU ARE MARRIED) MUST IRREVOCABLY CONSENT TO WAIVE ANY RIGHT TO THE DEATH BENEFIT. YOUR SPOUSE'S CONSENT MUST BE IN WRITING, BE WITNESSED BY A NOTARY OR A PLAN REPRESENTATIVE AND ACKNOWLEDGE THE SPECIFIC NONSPOUSE BENEFICIARY.

If you are married and you change your designation, then your spouse must again consent to the change. In addition, you may elect a beneficiary other than your spouse without your spouse's consent if your spouse cannot be located.

Unmarried Participant. If you are not married, you may designate a beneficiary on a form to be supplied to you by the Administrator.

Divorce. If you have designated your spouse as your beneficiary for all or a part of your death benefit, then upon your divorce, the designation is no longer valid. This means that if you do not select a new beneficiary after your divorce, then you are treated as not having a beneficiary for that portion of the death benefit (unless you have remarried).

No beneficiary designation. At the time of your death, if you have not designated a beneficiary or your beneficiary is also not alive, the death benefit will be paid in the following order of priority to:

(a) your surviving spouse

(b) your children, including adopted children in equal shares (and if a child is not living, that child's share will be distributed to that child's heirs)

(c) your surviving parents, in equal shares

(d) your estate

How will the death benefit be paid to my beneficiary?

Form of distribution. If the death benefit payable to a beneficiary does not exceed $5,000, then the benefit may only be paid as a lump-sum. If the death benefit exceeds $5,000, your beneficiary may elect to have the death benefit paid in:

- a single lump-sum payment
- partial withdrawals of at least $5,000
- Partial withdrawals are permitted for Required Minimum Distributions under code Section 401(a)(9).

When must the last payment be made to my beneficiary?

The law generally restricts the ability of a retirement plan to be used as a method of retaining money for purposes of your death estate. Thus, there are rules that are designed to ensure that death benefits are distributable to beneficiaries within certain time periods.

Regardless of the method of distribution selected, if your designated beneficiary is a person (rather than your estate or some trusts) then minimum distributions of your death benefit will begin by the end of the year following the year of your death ("1-year rule") and must be paid over a period not extending beyond your beneficiary's life expectancy. If your spouse is the beneficiary, then under the "1-year rule," the start of payments will be delayed until the year in which you would have attained age 70 1/2 (if you were born before July 1, 1949) or age 72 (if you were born after June 30, 1949) unless your spouse elects to begin distributions over his or her life expectancy before then. However, instead of the "1-year rule" your beneficiary may elect to have the entire death benefit paid by the end of the fifth year following the year of your death (the "5-year rule"). Generally, if your beneficiary is not a person, your entire death benefit must be paid under the "5-year rule."

Since your spouse has certain rights to the death benefit, you should immediately report any change in your marital status to the Administrator.

What happens if I'm a Participant, terminate employment and die before receiving all my benefits?

If you terminate employment with the Employer and subsequently die, your beneficiary will be entitled to your remaining interest in the Plan at the time of your death. The provision in the Plan providing for full vesting of your benefit upon death does not apply if you die after terminating employment.

ARTICLE IX
TAX TREATMENT OF DISTRIBUTIONS

What are my tax consequences when I receive a distribution from the Plan?

Generally, you must include any Plan distribution in your taxable income in the year in which you receive the distribution. The tax treatment may also depend on your age when you receive the distribution. Certain distributions made to you when you are under age 59 1/2 could be subject to an additional 10% tax.

You will not be taxed on distributions of your Roth 401(k) deferrals. In addition, a distribution of the earnings on the Roth 401(k) deferrals will not be subject to tax if the distribution is a "qualified Roth distribution." A "qualified distribution" is one that is made after you have attained age 59 1/2 or is made on account of your death or disability and the distribution cannot be made prior to the expiration of a 5-year participation period. The 5-year participation period is the 5-year period beginning on the calendar year in which you first make a Roth 401(k) deferral to our Plan (or to another 401(k) plan or 403(b) plan if such amount was rolled over into our Plan) and ending on the last day of the calendar year that is 5 years later.

Can I elect a rollover to reduce or defer tax on my distribution?

Rollover or direct transfer. You may reduce, or defer entirely, the tax due on your distribution through use of one of the following methods:

60-day rollover. The rollover of all or a portion of the distribution to an individual retirement account or annuity (IRA) or another employer retirement plan willing to accept the rollover. This will result in no tax being due until you begin withdrawing funds from the IRA or other qualified employer plan. The rollover of the distribution, however, MUST be made within strict time frames (normally, within 60 days after you receive your distribution). Under certain circumstances, all or a portion of a distribution (such as a hardship distribution) may not qualify for this rollover treatment. In addition, most distributions will be subject to mandatory federal income tax withholding at a rate of 20%. This will reduce the amount you actually receive. For this reason, if you wish to roll over all or a portion of your distribution amount, then the direct transfer option described below would be the better choice.

Direct rollover. For most distributions, you may request that a direct transfer (sometimes referred to as a "direct rollover") of all or a portion of a distribution be made to either an individual retirement account or annuity (IRA) or another employer retirement plan willing to accept the transfer (See the question entitled "What are the In-Plan Roth Rollover Contributions?" for special rules on In-Plan Roth Rollovers). A direct transfer will result in no tax being due until you withdraw funds from the IRA or other employer plan. Like the rollover, under certain circumstances all or a portion of the amount to be distributed may not qualify for this direct transfer. If you elect to actually receive the distribution rather than request a direct transfer, then in most cases 20% of the distribution amount will be withheld for federal income tax purposes.

Automatic IRA rollover. If a mandatory distribution is being made to you because your vested interest in the Plan exceeds $10 but does not exceed $5,000, then the Plan will rollover your distribution to an IRA if you do not make an affirmative election to either receive or roll over the distribution. The IRA provider selected by the Plan will invest the rollover funds in a type of investment designed to preserve principal and provide a reasonable rate of return and liquidity (e.g., an interest-bearing account, a certificate of deposit or a money market fund). The IRA provider will charge your account for any expenses associated with the establishment and maintenance of the IRA and with the IRA investments. You may transfer the IRA funds to any other IRA you choose. You will be provided with details regarding the IRA at the time you are entitled to a distribution. However, you may contact the Administrator at the address and telephone number indicated in this SPD for further information regarding the Plan's automatic rollover provisions, the IRA provider, and the fees and expenses associated with the IRA.

Tax Notice. WHENEVER YOU RECEIVE A DISTRIBUTION THAT IS AN ELIGIBLE ROLLOVER DISTRIBUTION, THE ADMINISTRATOR WILL DELIVER TO YOU A MORE DETAILED EXPLANATION OF THESE OPTIONS. HOWEVER, THE RULES WHICH DETERMINE WHETHER YOU QUALIFY FOR FAVORABLE TAX TREATMENT ARE VERY COMPLEX. YOU SHOULD CONSULT WITH QUALIFIED TAX COUNSEL BEFORE MAKING A CHOICE.

ARTICLE X
PROTECTED BENEFITS AND CLAIMS PROCEDURES

Are my benefits protected?

As a general rule, your interest in your account, including your "vested interest," may not be alienated. This means that your interest may not be sold, used as collateral for a loan, given away or otherwise transferred. In addition, your creditors (other than the IRS) may not attach, garnish or otherwise interfere with your benefits under the Plan.

Are there any exceptions to the general rule?

There are three exceptions to this general rule. The Administrator must honor a "qualified domestic relations order." A "qualified domestic relations order" is defined as a decree or order issued by a court that obligates you to pay child support or alimony, or otherwise allocates a portion of your assets in the Plan to your spouse, former spouse, children or other dependents. If a "qualified domestic relations order" is received by the Administrator, all or a portion of your benefits may be used to satisfy that obligation. The Administrator will determine the validity of any domestic relations order received. You and your beneficiaries can obtain from the Administrator, without charge, a copy of the procedure used by the Administrator to determine whether a "qualified domestic relations order" is valid.

The second exception applies if you are involved with the Plan's operation. If you are found liable for any action that adversely affects the Plan, the Administrator can offset your benefits by the amount that you are ordered or required by a court to pay the Plan. All or a portion of your benefits may be used to satisfy any such obligation to the Plan.

The last exception applies to federal tax levies and judgments. The federal government is able to use your interest in the Plan to enforce a federal tax levy and to collect a judgment resulting from an unpaid tax assessment.

Can the Plan be amended?

Your Employer has the right to amend the Plan at any time. In no event, however, will any amendment authorize or permit any part of the Plan assets to be used for purposes other than the exclusive benefit of Participants or their beneficiaries. Additionally, no amendment will cause any reduction in the amount credited to your account.

What happens if the Plan is discontinued or terminated?

Although your Employer intends to maintain the Plan indefinitely, your Employer reserves the right to terminate the Plan at any time. Upon termination, no further contributions will be made to the Plan and all amounts credited to your accounts will become 100% vested. Your

Employer will direct the distribution of your accounts in a manner permitted by the Plan as soon as practicable. (See the question entitled "How will my benefits be paid to me?" for a further explanation.) You will be notified if the Plan is terminated.

How do I submit a claim for Plan benefits?

You may file a claim for benefits by submitting a written request for benefits to the Plan Administrator. You should contact the Plan Administrator to see if there is an applicable distribution form that must be used. If no specific form is required or available, then your written request for a distribution will be considered a claim for benefits. In the case of a claim for disability benefits, if disability is determined by the Plan Administrator (rather than by a third party such as the Social Security Administration), then you must also include with your claim sufficient evidence to enable the Plan Administrator to make a determination on whether you are disabled.

Decisions on the claim will be made within a reasonable period of time appropriate to the circumstances. "Days" means calendar days. If the Plan Administrator determines the claim is valid, then you will receive a statement describing the amount of benefit, the method or methods of payment, the timing of distributions and other information relevant to the payment of the benefit.

For purposes of the claims procedures described below, "you" refers to you, your authorized representative, or anyone else entitled to benefits under the Plan (such as a beneficiary). A document, record, or other information will be considered relevant to a claim if it:

- was relied upon in making the benefit determination;
- was submitted, considered, or generated in the course of making the benefit determination, without regard to whether it was relied upon in making the benefit determination;
- demonstrated compliance with the administrative processes and safeguards designed to ensure and to verify that benefit determinations are made in accordance with Plan documents and Plan provisions have been applied consistently with respect to all claimants; or
- constituted a statement of policy or guidance with respect to the Plan concerning the denied treatment option or benefit.

The Plan may offer additional voluntary appeal and/or mandatory arbitration procedures other than those described below. If applicable, the Plan will not assert that you failed to exhaust administrative remedies for failure to use the voluntary procedures, any statute of limitations or other defense based on timeliness is tolled during the time a voluntary appeal is pending; and the voluntary process is available only after exhaustion of the appeals process described in this section. If mandatory arbitration is offered by the Plan, the arbitration must be conducted instead of the appeal process described in this section, and you are not precluded from challenging the decision under ERISA §501(a) or other applicable law.

What if my benefits are denied?

Your request for Plan benefits will be considered a claim for Plan benefits, and it will be subject to a full and fair review. If your claim is wholly or partially denied, the Administrator will provide you with a written or electronic notification of the Plan's adverse determination. This written or electronic notification must be provided to you within a reasonable period of time, but not later than 90 days (except as provided below for disability claims) after the receipt of your claim by the Administrator, unless the Administrator determines that special circumstances require an extension of time for processing your claim. If the Administrator determines that an extension of time for processing is required, written notice of the extension will be furnished to you prior to the termination of the initial 90-day period. In no event will such extension exceed a period of 90 days from the end of such initial period. The extension notice will indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the benefit determination.

In the case of a claim for disability benefits, if disability is determined by the Plan Administrator (rather than a third party such as the Social Security Administration), then instead of the above, the initial claim must be resolved within 45 days of receipt by the Plan. A Plan may, however, extend this decision-making period for an additional 30 days for reasons beyond the control of the Plan. The Plan will notify you of the extension prior to the end of the 45-day period. If, after extending the time period for a first period of 30 days, the Plan Administrator determines that it will still be unable, for reasons beyond the control of the Plan, to make a decision within the extension period, the Plan may extend decision making for a second 30-day period. Appropriate notice will be provided to you before the end of the first 45 days and again before the end of each succeeding 30-day period. This notice will explain the circumstances requiring the extension and the date the Plan Administrator expects to render a decision. It will explain the standards on which entitlement to the benefits is based, the unresolved issues that prevent a decision, the additional issues that prevent a decision, and the additional information needed to resolve the issues. You will have 45 days from the date of receipt of the Plan Administrator's notice to provide the information required.

If the Plan Administrator determines that all or part of the claim should be denied (an "adverse benefit determination"), it will provide a notice of its decision in written or electronic form explaining your appeal rights. An "adverse benefit determination" also includes a rescission, which is a retroactive cancellation or termination of entitlement to disability benefits. The notice will be provided in a culturally and linguistically appropriate manner and will state:

(a) The specific reason or reasons for the adverse determination.

(b) Reference to the specific Plan provisions on which the determination was based.

(c) A description of any additional material or information necessary for you to perfect the claim and an explanation of why such material or information is necessary.

(d) A description of the Plan's review procedures and the time limits applicable to such procedures. This will include a statement of your right to bring a civil action under section 502(a) of ERISA following an adverse benefit determination on review.

(e) In the case of a claim for disability benefits if disability is determined by the Plan Administrator (rather than a third party such as the Social Security Administration), then the following additional information will be provided:

(i) A discussion of the decision, including an explanation of the basis for disagreeing with or not following:

- The views you presented to the Plan of health care professionals treating the claimant and vocational professionals who evaluated you;
- The views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with an adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination; or
- A disability determination made by the Social Security Administration and presented by you to the Plan.

(ii) Either the internal rules, guidelines, protocols, or other similar criteria relied upon to make a determination, or a statement that such rules, guidelines, protocols, or other criteria do not exist.

(iii) If the adverse benefit determination is based on a medical necessity or experimental treatment and/or investigational treatment or similar exclusion or limit, an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances. If this is not practical, a statement will be included that such explanation will be provided to you free of charge, upon request.

(iv) A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim.

If your claim has been denied, and you want to submit your claim for review, you must follow the Claims Review Procedure in the next question.

What is the Claims Review Procedure?

Upon the denial of your claim for benefits, you may file your claim for review, in writing, with the Administrator.

(a) YOU MUST FILE THE CLAIM FOR REVIEW NOT LATER THAN 60 DAYS (EXCEPT AS PROVIDED BELOW FOR DISABILITY CLAIMS) AFTER YOU HAVE RECEIVED WRITTEN NOTIFICATION OF THE DENIAL OF YOUR CLAIM FOR BENEFITS.

IF YOUR CLAIM IS FOR DISABILITY BENEFITS AND DISABILITY IS DETERMINED BY THE PLAN ADMINISTRATOR (RATHER THAN A THIRD PARTY SUCH AS THE SOCIAL SECURITY ADMINISTRATION), THEN INSTEAD OF THE ABOVE, YOU MUST FILE THE CLAIM FOR REVIEW NOT LATER THAN 180 DAYS FOLLOWING RECEIPT OF NOTIFICATION OF AN ADVERSE BENEFIT DETERMINATION. IN THE CASE OF AN ADVERSE BENEFIT DETERMINATION REGARDING A RESCISSION OF COVERAGE, YOU MUST REQUEST A REVIEW WITHIN 90 DAYS OF THE NOTICE.

(b) You may submit written comments, documents, records, and other information relating to your claim for benefits.

(c) You will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits.

(d) Your claim for review must be given a full and fair review. This review will take into account all comments, documents, records, and other information submitted by you relating to your claim, without regard to whether such information was submitted or considered in the initial benefit determination.

In addition to the Claims Review Procedure above, if your claim is for disability benefits and disability is determined by the Plan Administrator (rather than a third party such as the Social Security Administration), then:

(a) Your claim will be reviewed without deference to the initial adverse benefit determination and the review will be conducted by an appropriate named fiduciary of the Plan who is neither the individual who made the adverse benefit determination that is the subject of the appeal, nor the subordinate of such individual.

(b) If the initial adverse benefit determination was based on a medical judgment, including determinations with regard to whether a particular treatment, drug, or other item is experimental, investigational, or not medically necessary or appropriate, the fiduciary will consult with a health care professional who was neither involved in or subordinate to the person who made the original benefit determination. This health care professional will have appropriate training and experience in the field of medicine involved in the medical judgment. Additionally, medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the initial determination will be identified.

(c) Any medical or vocational experts whose advice was obtained on behalf of the Plan in connection with your adverse benefit determination will be identified, without regard to whether the advice was relied upon in making the benefit determination.

(d) If the Plan considers, relies upon or creates any new or additional evidence during the review of the adverse benefit determination, the Plan will provide such new or additional evidence to you, free of charge, as soon as possible and sufficiently in advance of the time within which a determination on review is required to allow you time to respond.

(e) Before the Plan issues an adverse benefit determination on review that is based on a new or additional rationale, the Plan Administrator must provide you with a copy of the rationale at no cost to you. The rationale must be provided as soon as possible and sufficiently in advance of the time within which a final determination on appeal is required to allow you time to respond.

The Administrator will provide you with written or electronic notification of the Plan's benefit determination on review. The Administrator must provide you with notification of this denial within 60 days (45 days with respect to claims relating to the determination of disability benefits) after the Administrator's receipt of your written claim for review, unless the Administrator determines that special circumstances require an extension of time for processing your claim. In such a case, you will be notified, before the end of the initial review period, of the special circumstances requiring the extension and the date a decision is expected. If an extension is provided, the Plan Administrator must notify you of the determination on review no later than 120 days (or 90 days with respect to claims relating to the determination of disability benefits).

The Plan Administrator will provide written or electronic notification to you in a culturally and linguistically appropriate manner. If the initial adverse benefit determination is upheld on review, the notice will include:

(a) The specific reason or reasons for the adverse determination.

(b) Reference to the specific Plan provisions on which the benefit determination was based.

(c) A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits.

(d) In the case of a claim for disability benefits, if disability is determined by the Plan Administrator (rather than a third party such as the Social Security Administration):

(i) Either the specific internal rules, guidelines, protocols, or other similar criteria relied upon to make the determination, or a statement that such rules, guidelines, protocols, or criteria do not exist.

(ii) If the adverse benefit determination is based on a medical necessity or experimental treatment and/or investigational treatment or similar exclusion or limit, an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances. If this is not practical, a statement will be included that such explanation will be provided to you free of charge, upon request.

(iii) A statement of your right to bring a civil action under section 502(a) of ERISA and, if the Plan imposes a contractual limitations period that applies to your right to bring such an action, a statement to that effect which includes the calendar date on which such limitation expires on the claim.

If the Plan offers voluntary appeal procedures, a description of those procedures and your right to obtain sufficient information about those procedures upon request to enable you to make an informed decision about whether to submit to such voluntary appeal. These procedures will include a description of your right to representation, the process for selecting the decision maker and the circumstances, if any, that may affect the impartiality of the decision maker. No fees or costs will be imposed on you as part of the voluntary appeal. A decision whether to use the voluntary appeal process will have no effect on your rights to any other Plan benefits.

(iv) A discussion of the decision, including an explanation of the basis for disagreeing with or not following:

- the views presented by the claimant to the Plan of health care professionals treating you and vocational professionals who evaluated you;
- the views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with an adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination; or
- a disability determination made by the Social Security Administration and presented by you to the Plan.

If you have a claim for benefits which is denied, then you may file suit in a state or federal court. However, in order to do so, you must file the suit not later than 180 days after the Administrator makes a final determination to deny your claim.

What are my rights as a Plan Participant?

As a Participant in the Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan Participants are entitled to:

(a) Examine, without charge, at the Administrator's office and at other specified locations, all documents governing the Plan and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

(b) Obtain, upon written request to the Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The Administrator may make a reasonable charge for the copies.

(c) Receive a summary of the Plan's annual financial report. The Administrator is required by law to furnish each Participant with a copy of this summary annual report.

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan Participants and beneficiaries. No one, including your Employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

If your claim for a pension benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Administrator to provide the materials and pay you up to $110.00 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in federal court. You and your beneficiaries can obtain, without charge, a copy of the "qualified domestic relations order" (QDRO) procedures from the Administrator.

If it should happen that the Plan's fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. The court may order you to pay these costs and fees if you lose or if, for example, it finds your claim is frivolous.

What can I do if I have questions or my rights are violated?

If you have any questions about the Plan, you should contact the Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in the telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

ARTICLE XI
GENERAL INFORMATION ABOUT THE PLAN

There is certain general information which you may need to know about the Plan. This information has been summarized for you in this Article.

Plan Name

The full name of the Plan is Promise Academy 401(k) Plan.

Plan Number

Your Employer has assigned Plan Number 001 to your Plan.

Plan Effective Dates

Effective Date. The provisions of the Plan become effective on July 1, 2025.

Other Plan Information

Valuation date. Valuations of the Plan assets are generally made every business day. Certain distributions are based on the Anniversary Date of the Plan. This date is the last day of the Plan Year.

Plan Year. The Plan's records are maintained on a twelve-month period of time. This is known as the Plan Year. The Plan Year ends on June 30th.

The Plan will be governed by the laws of Tennessee to the extent not governed by federal law.

Benefits provided by the Plan are NOT insured by the Pension Benefit Guaranty Corporation (PBGC) under Title IV of the Employee Retirement Income Security Act of 1974 because the insurance provisions under ERISA are not applicable to this type of Plan.

Service of legal process may be made upon your Employer. Service of legal process may also be made upon the Trustee or Administrator.

Employer Information

Your Employer's name, contact information and identification number are:

Promise Academy Spring Hill
3796 Frayser Raleigh Road
Memphis, Tennessee 38128
46-4445628
Telephone: (901) 324-4456

Administrator Information

The Administrator is responsible for the day-to-day administration and operation of the Plan. For example, the Administrator maintains the Plan records, including your account information, provides you with the forms you need to complete for Plan participation, and directs the payment of your account at the appropriate time. The Administrator will also allow you to review the formal Plan document and certain other materials related to the Plan. If you have any questions about the Plan or your participation, you should contact the Administrator. The Administrator may designate other parties to perform some duties of the Administrator.

The Administrator has the complete power, in its sole discretion, to determine all questions arising in connection with the administration, interpretation, and application of the Plan (and any related documents and underlying policies). Any such determination by the Administrator is conclusive and binding upon all persons.

Your Administrator's name and contact information are:

Promise Academy Spring Hill
3796 Frayser Raleigh Road
Memphis, Tennessee 38128
Telephone: (901) 324-4456

Plan Trustee Information and Plan Funding Medium

All money that is contributed to the Plan is held in a Trust Fund. The Trustees are responsible for the safekeeping of the Trust Fund. The Trust Fund is the funding medium used for the accumulation of assets from which benefits will be distributed. While all the Plan assets are held in a Trust Fund, the Administrator separately accounts for each Participant's interest in the Plan.

The Plan's Trustees are listed below with their contact information:

Patrick Washington, Trustee
Charles Gerber, Trustee

3796 Frayser Raleigh Road
Memphis, Tennessee 38128
Telephone: (901) 324-4456

The Trustees are collectively referred to as Trustee throughout this Summary Plan Description.