

**Leon County Research and Development Authority
Compensation Committee Meeting**

Collins Building
2051 East Paul Dirac Drive
Tallahassee, FL 32310

April 14, 2021
11:30am to 12:30pm

Agenda

The meeting will be live streamed on our Facebook page at: <https://www.facebook.com/InnovationParkTLH>. Due to the ongoing Coronavirus/COVID-19 pandemic, anyone wishing to address the Committee may appear in person (attendance in the room may be limited) or submit written comments by 9:00am the day before the scheduled meeting date so that the comments can be distributed to the committee members. Comments submitted after this time (up to the time of the meeting) will be accepted and included in the official record of the meeting. Email comments to: publicinput@inn-park.com and reference the meeting title and date in the subject line. Include your name and contact information. All times are approximate.

1. Call to Order
2. Introduction of Guests
3. Approval of Participation by Electronic Means *(if necessary)*
In accordance with the Bylaws, there being a quorum of members present in person, the members of the Committee present in person are required to approve participation by those participating via Electronic Means acknowledging that the COVID-19 pandemic constitutes extraordinary circumstances.
4. Modifications to the Agenda
5. Public Comment
Any public comment received prior to the meeting will be provided to the Board members in addition to any in-person public comment.
6. Approval of Draft Meeting Minutes, July 11, 2019 *(Attachment A)*
7. Committee Charge by Board of Governors *(Attachment B)*
8. Executive Director Compensation
 - a. Employment Agreement *(Attachments C1-C2)*
 - b. Executive Director Salary History *(Attachment D)*
 - c. 457 (b) Retirement Plan *(Attachment E)*
 - d. Annual Evaluation Survey *(Attachment F)*

- e. AURP Salary Survey (*Attachment G*)
- 9. Current Benefits-Personnel Policy (*Attachment H*)
 - a. Prior Approved Changes Status Update
- 10. Climate Review
- 11. Next Meeting Date: 4/29/2021
- 12. New Business
- 13. Adjourn

Next Meeting
Thursday, April 29, 2021
11:00am – 12:00pm

**Leon County Research and Development Authority
Compensation Committee Meeting**

Thursday, July 11, 2019
11:00am to 12:00pm
Knight Administrative Centre
1736 West Paul Dirac Drive
Tallahassee, FL 32310

DRAFT Minutes

Members in Attendance: Kimberly Moore, T. Paul Dean, Sherry Marson.

Members Not in Attendance: Linda Barineau, April Salter.

Guests: Ron Miller, Peggy Bielby; LCRDA Staff.

1. Call to Order

Chair Kimberly Moore called the meeting to order at 11:00am.

2. Agenda Modifications

None.

3. Public Comment

None.

4. Approval of Draft Meeting Minutes – May 30, 2019

*Paul Dean offered a motion to approve the May 30, 2019 Compensation Committee meeting minutes.
Sherry Marson seconded the motion which passed unanimously.*

5. Conclusions and Recommendations to the Board of Governors

a. Executive Director Compensation

- i. Executive Director's ("ED") compensation is in line with AURP salary range \$75,000 to \$174,999 considering similar geographic location, population and budget.
- ii. Adopt the benefit structure of Leon County and make available to ED and other staff (see item c. below.)

b. Executive Director Annual Survey Tool

- i. Annual salary review tool should add specific goals tied to the strategic plan.
- ii. Continue to use AURP survey for ED salary comparisons.

c. Staff Benefits

- i. Adopt and offer Leon County administered staff benefits: adding Authority as its own division to the plans but excluding tuition reimbursement and education incentive.
- ii. Authority to pay cost of basic life and AD&D insurance for full-time employees 2x annual salary for Director and Executive Director positions. Other full-time staff positions would be covered for 1x annual salary. Estimated annual cost to LCRDA: \$ 3,526.
- iii. For medical insurance (employer share as currently offered) add option for VBD reimbursement rates similar to Leon County, add access to Florida PPO plan, and add \$150 Health and Fitness

Reimbursement (CHP Only). Estimated annual cost difference to LCRDA if current employees elected VBD at current participation levels: \$669.

- iv. Provide access to Leon County employee paid benefits for dental, vision, long-term/short-term disability, supplemental life and AD&D insurance, AFLAC, Colonial Voluntary Plans, and Reliance Life Insurance. All costs paid by employee.
- v. Provide access to Nationwide 457(b) deferred compensation plan for all staff without a match option (provide cost of match option to Board). All costs paid by employee.
- vi. Establish a section 125 premium only plan in the name of the Authority. Administrative costs to LCRDA less Annual FICA savings of \$408.
- vii. Provide local travel mileage reimbursement consistent with State of Florida statute. Evaluate cost after a year and compare to car allowance option. Annual cost to LCRDA estimated to be less than \$1,000 per year.
- viii. Provide \$45 per month cell phone allowance depending on staff position's work usage at the discretion of the ED. Annual cost to LCRDA for 2 employees ($\$45 \times 12 = \540×2) = \$1,080.
- ix. PROPOSED to committee: Cap sick leave hours to be paid out upon termination to employees with at least 3 years of service at 25% of accrued balance up to a maximum of 480 hours (payout not more than 120 hours).
- d. Employee Reward Options
 - i. Adopt a "rewards program" similar to Leon County, but available to all staff.
 - ii. Program modified to include language and consistency with Florida Statute 215.425(3).
 - iii. Establish annually a dedicated budget item that will be approved by the board along with the distribution of the funds following a one-time payment disbursement model.
 - iv. Part-time employees participate and receive a portion of the one-time payment prorated according to hours worked.
- e. Recommended Best Practices and Strategies
 - i. Establish a compensation committee to review compensation package every other year.
 - ii. Establish employee classification levels. Address FLSA Exempt/Nonexempt designations, and comp time policy language. Based on current FLSA classifications, only the Administrative Coordinator position is designated as non-exempt. Clarify in Personnel Policy 11-01 that exempt employees are excluded from any overtime or comp time.

6. New Business

None.

7. Adjourn

The meeting adjourned at 11:08am.

Next Meeting:

March 2021

Compensation Committee

Committee Purpose

- ▶ Develop and recommend to the Board compensation strategies, goals and purposes that are competitive with local entities of similar size and stature.
- ▶ Ensure that members of management and staff are rewarded appropriately for their contributions to the Authority and the community.

Recommended Committee Membership

- ▶ Three board members
- ▶ County human resources representative
- ▶ Private sector employee benefits professional

1

Issues To Consider: ED Compensation

- ▶ Salary benchmarks based on comparable positions
- ▶ 457(b) retirement plan contribution
- ▶ Other staff benefits
- ▶ Annual evaluation survey design

2

Issues to Consider: Staff Benefits

Current Benefits

- ▶ FRS Retirement Plan
- ▶ 457(b) Deferred Comp Plan
- ▶ Health Insurance *(added BCBS)*
- ▶ Annual Leave
- ▶ Sick Leave
- ▶ 10 Holidays
- ▶ Out of Town Travel Expenses

Prior Added Benefits

- ▶ Life Insurance
- ▶ Dental/Vision Insurance
- ▶ Disability Insurance
- ▶ Cell Phone Allowance
- ▶ Section 125 Cafeteria Plan*
- ▶ In-town Mileage*
- ▶ Rewards Program*

** Approved by BOG--Implementation in process*

3

Schedule



4

**EMPLOYMENT AGREEMENT
EXECUTIVE DIRECTOR OF THE
LEON COUNTY RESEARCH AND DEVELOPMENT AUTHORITY**

THIS EMPLOYMENT AGREEMENT (the “Agreement”), made as of the 6th day of March, 2014, by and between the **LEON COUNTY RESEARCH AND DEVELOPMENT AUTHORITY**, a local government body, corporate and politic (the “Authority”) and **Ronald J. Miller, Jr.** (the “Employee”) (hereinafter collectively referred to as “Parties”).

RECITALS

WHEREAS, in 1980 the Leon County Board of County Commissioners adopted Ordinance No. 80-68 creating and confirming the existence of the Leon County Research and Development Authority (said Ordinance being codified in Chapter 2 of the Leon County Code of Laws at Section 2-57); and

WHEREAS, the Authority has the power to enter into contracts for any of the purposes enumerated in Sections 159.701-159.7095, Florida Statutes; and

WHEREAS, except as lawfully and properly delegated to its officers, the powers of the Authority are exercised through, and the business affairs of the Authority are managed under the direction of the Board of Governors of the Authority; and

WHEREAS, the Authority desires to retain the Employee to serve as the Authority’s Executive Director; and

WHEREAS, the Employee desires to continue to be an employee of the Authority as the Authority’s Executive Director on the terms and conditions set forth herein;

Now, therefore, for the reasons set forth above, and in consideration of the mutual promises, obligations and agreements set forth herein, the Authority and the Employee hereby agree as follows:

AGREEMENT

1. **Employment.** The Authority agrees to continue to employ the Employee in the position of Executive Director and the Employee agrees to continue to serve as and perform the duties of the Executive Director and enter into the employ of the Authority on the terms and conditions set forth in this Agreement.

2. **Capacity and Duties.**

(a) Under the supervision of the Board of Governors, the Employee shall serve the Authority as Executive Director, and shall exercise the general powers and duties of management of the Authority and such other duties and responsibilities as assigned by the Board or the Executive Committee pursuant to this agreement, the policies of the Authority, or any and

all other specific duties and responsibilities assigned which are reasonably related to the activities of the Authority.

(b) The general day to day responsibilities of the Employee shall include but not be limited to: concentrating efforts on carrying out the Authority's mission and strategic plan; management and supervision of employees of the Authority; the exercise of fiscal oversight and accountability of the Authority's operations within the framework of the annual budget; managing contracts that include those with property management, legal counsel, and accounting and audit firms; consulting with legal counsel on an as-needed basis; providing reports to the Board of Governors as requested; responding to requests of the members of the Board of Governors; providing staff support to the Board of Governors; preparing materials for meetings of the Board of Governors or committees thereof; attending all meetings of the Board of Governors and its committees; ensuring that minutes of all meetings of the Board of Governors and its committees are prepared; and responding to public records requests.

(c) The Employee shall comply with all policies, standards, and regulations of the Authority as they are from time-to-time established by the Authority. Further, the Employee shall not commit any act that will tend to impair the Employee's capacity to fully perform the Employee's duties and responsibilities or to comply with all the terms and conditions of this Agreement. The Employee shall immediately notify the Board of Governors, in writing, of any arrest of or charge against the Employee, other than a minor traffic infraction. In all cases, the Employee shall also perform the Employee's duties in accordance with the laws, rules, and regulations of the State of Florida, Leon County, the City of Tallahassee, and the United States, as applicable.

(d) The Employee agrees to (1) be governed by the Standards of Conduct set out in Section 112.313, Florida Statutes (as may be amended); (2) be governed by the gift prohibition and reporting provisions of Section 112.3148, Florida Statutes (as may be amended); and (3) timely file with the appropriate authority a fully completed and correct Statement of Financial Interests – Form 1 if statutorily required.

3. Commencement Date and Termination of Employment:

(a) The Employee serves at the pleasure of the Board of Governors. Employment under this agreement will commence on March 7, 2014.

(b) Employment will continue without a specified term until terminated by:

(i) the mutual agreement of the parties; or

(ii) the Authority, with or without Cause, instituted by a resolution passing upon the affirmative vote of a majority of the Board of Governors present at any duly noticed regular or special meeting at which a quorum is present, effective immediately upon service or written notice to Employee; or

(iii) the Employee's death in which case the Employee's employment shall terminate automatically, effective as of the date of death, and the Authority shall pay to

Employee's estate the amounts which would otherwise be paid to the Employee pursuant to Section 7 below (Effect of Termination), excluding Health Insurance benefits; or

(iv) the Employee upon giving 1 months advanced written notice to the Chair of the Authority.

(c) "Cause" in this agreement means Employee's (i) intentional act of fraud, embezzlement, theft or any other material violation of law that occurs during or in the course of Employee's employment with the Authority; (ii) intentional damage to Authority's assets; (iii) breach of obligations under this agreement; (iv) intentional breach of any of Authority's policies; (v) willful and continued failure to substantially perform Employee's duties for the Authority (other than as a result of incapacity due to physical or mental illness); or (vi) willful conduct that is demonstrably and materially injurious to the Authority, monetarily or otherwise. For purposes of this paragraph, an act, or a failure to act, shall not be deemed willful or intentional, as those terms are defined herein, unless it is done, or omitted to be done, by Employee in bad faith or without a reasonable belief that Employee's action or omission was in the best interest of the Authority. Failure to meet performance standards or objectives, by itself, does not constitute "Cause."

(d) On or before March 1, 2015, and on or before March 1, in subsequent years throughout the term of this agreement, the Authority will conduct an evaluation of the Employee's performance.

4. Compensation and Benefits.

(a) Compensation.

(i) Compensation. Base Salary, Benefits, and Merit Pay Adjustments are hereinafter collectively referred to as "Compensation."

(ii) Base Salary. As compensation for the services to be rendered hereunder by the Employee, as a salaried employee of the Authority, the Authority shall pay the Employee an initial amount of One Hundred Twenty-Five Thousand dollars (\$125,000.00) per year (the "Base Salary"). The Base Salary shall be paid in installments in accordance with the normal payroll schedule of the Authority and subject to normal payroll deductions.

(iii) Merit Pay Adjustments. On or before the annual anniversary date of this agreement, The Board of Governors shall provide adjustments to the Base Salary, based upon the Employee's performance evaluation and completion of goals and objectives, as set forth annually in advance and in writing by the Board of Governors, and agreed to by the Parties ("Merit Pay Adjustments"). Goals and objectives shall be specific, measureable, achievable, realistic, and timely in accordance with good goal setting practices. The amount of the adjustment shall be specified in advance based on the achievement of specific goals, objectives and performance levels.

(b) Benefit Plans.

(i) Health Insurance. The Authority shall offer a health insurance plan to the Employee, the Employee's family members and other persons who are eligible to participate in such health insurance plan ("Health Insurance"). To the extent the Employee participates in the offered Health Insurance, the Authority shall pay ninety percent of the cost of the Health Insurance premium; and Employee shall pay the remaining ten percent cost of the Health Insurance premium and all out of pocket costs including but not limited to co-payments and deductibles.

(ii) Other Benefit Plans. Employee shall be entitled to all other benefits provided to other Authority employees.

(c) Annual and Sick Days.

(i) Accrual Rates. Employee shall accrue ten hours of annual leave and eight hours of sick leave each calendar month during which the Employee is employed by the Authority. The Employee's accrued annual leave balance shall be reduced, as necessary, to two hundred forty hours as of September 30 of each fiscal year. At no time shall the Employee be compensated for any accrued annual leave balance in excess of two hundred forty hours. There is no limitation on the amount of sick leave hours that may be accrued.

(ii) Reimbursement at Termination. Upon termination, the Employee will be reimbursed as follows for accrued annual leave and sick leave balances ("Leave Payout"):

(1) Unless the Authority terminates the Employee's employment for Cause pursuant to Section 3(b)(ii) above, the Employee shall receive Leave Payout as follows:

a. For the balance of the Employee's accrued annual leave, Employee shall be reimbursed at the rate of one Hour of Pay, calculated as the Employee's Base Salary at the time of termination divided by two thousand eighty hours ("Hour of Pay"), for every hour of Employee's accrued annual leave balance not to exceed two hundred forty hours; and

b. For the balance of the Employee's accrued sick leave, Employee shall be reimbursed at the rate of twenty-five percent of one Hour of Pay for every hour of Employee's accrued sick leave balance at the time of termination.

(2) If the Employer terminates the Employee's employment for Cause pursuant to Section 3(b)(ii), the Employee shall not be paid and shall not be owed any compensation for Leave Payout.

(iii) Taking Leave. The expectations of the Authority are that the Employee shall schedule the taking of annual leave in consideration of the needs of the Authority. Employee shall provide reasonable notice to the Chairman of the Authority in advance of annual leave being taken for more than two consecutive business days and as soon as reasonably possible for sick leave being taken.

(d) Florida Retirement System. The Authority participates in the Florida Retirement System. The Authority shall pay all required contributions, as a percentage of the Employees' Compensation and Leave Payout that is eligible under the Florida Retirement System for Employee's membership in the Florida Retirement System as a Regular Class member.

(e) 457(b) Deferred Compensation Plan. The Authority adopted the National Association of Counties Deferred Compensation Program pursuant to Section 457(b) of the Internal Revenue Code. The Authority shall pay into the plan, for the sole benefit of the employee, 11.36% of the Employee's Compensation and Leave Payout that is eligible under the plan. The employee shall be immediately vested in all payments made by the Authority for the benefit of the Employee.

(f) Holidays. The Employee shall annually be entitled to the following ten days off from work with pay ("Holiday Leave"):

(i) The same days as Leon County employees observe which are the following holidays: (a) New Years Day, (b) Martin Luther King, Jr. Holiday, (c) Memorial Day, (d) Independence Day, (e) Labor Day, (f) Veteran's Day, (g) Thanksgiving Day, (h) the day after Thanksgiving; (i) Christmas; and

(ii) Either the business day before or the business day after the observed Christmas holiday, at the Employee's discretion.

(g) Bereavement. The Employee shall be granted three days of leave with pay upon the death the Employee's spouse, or the grandparents, parents, brothers, sisters, children, and grandchildren of both the Employee and the Employee's spouse ("Bereavement Leave"). Notification of the need for Bereavement Leave must be made as soon as possible to the Chairman of the Board of Governors and, if the Chairman is unavailable, the Employee shall provide notification of the need for Bereavement Leave to the Vice-Chairman of the Board of Governors.

(h) Administrative Leave. If the Employee is summoned by the Court as a member of a jury panel or jury pool, or is subpoenaed as a witness not involving personal litigation, the Employee shall be granted Administrative Leave with pay for the time the Employee is serving in such capacity. Notification of the need for Administrative Leave must be made as soon as possible to the Chairman of the Board of Governors and, if the Chairman is unavailable, the Employee shall provide notification of need for Administrative Leave to the Vice-Chairman of the Board of Governors. The Board of Governors may, at its sole discretion, place the Employee on Administrative Leave, with or without pay, for reasons other than those stated above, if it is determined by the Board of Governors to be in the Authority's best interest.

(i) Withholding. The Employee acknowledges that certain payments provided for herein, specifically including the Base Salary and Merit Pay Adjustments, are subject to withholding and payroll, and other taxes.

5. Travel Reimbursement. The Employee may be required to travel outside of Leon County, Florida, in the course of the performance of the Employee's duties hereunder, to conduct

official business for the Authority (“Out of Town Travel”). Employee shall be reimbursed by the Authority for the cost and expenses incurred by the Employee related to Out of Town Travel to the extent such travel reimbursements are within amounts budgeted for travel, and comply with Section 112.061, Florida Statutes, or as otherwise approved by the Authority.

6. **Membership.** To the extent the Employee will seek the Authority’s payment for Employee’s membership and/or participation in any organization the Employee deems necessary in the course of the performance of the Employee’s duties hereunder, the Employee shall seek and obtain prior approval from the Board of Governors for any amounts not included in the Authority’s approved budget.

7. **Effect of Termination.** Upon termination of this Agreement, Employee shall be entitled to receive owed Compensation and benefits payable through the effective date of termination permitted by the terms of Section 4 above (Compensation and Benefits), and any Out of Town expense reimbursements permitted by the terms of Section 5 above. In the event the Authority terminates this Agreement for any reason other than Cause pursuant to Section 3(b)(ii) above, the Board shall provide as separation payments to the Employee, all Base Salary, including Merit Pay Adjustments, and Health Insurance for a period of 20 weeks. The Authority shall be entitled to deduct from any such payment any amounts owed by the Employee to the Authority. Following payment of such amounts, the Authority shall have no further obligation to the Employee hereunder.

8. **Assignment.** This Agreement is personal and shall in no way be subject to assignment by the Employee. It shall be binding upon and shall inure to the benefit of the Authority and its successors and assigns, and its economic rights and benefits shall inure to the benefit of the Employee or the Employee’s heirs and duly constituted legal representatives pursuant to Section 3(b)(iii).

9. **Severability.** If any covenant, condition, term, or provision contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, in whole or in part, by judgment, order, or decree of any court or other judicial tribunal of competent jurisdiction, from which judgment, order, or decree no further appeal or petition for review is available, such covenant, condition, term, or provision shall be severed from this Agreement, and the validity of the remaining covenants, conditions, terms, and provisions contained in this Agreement, and the validity of the remaining part of any term or provision held to be partially invalid, illegal, or unenforceable, shall in no way be affected, prejudiced, or disturbed thereby.

10. **Attorneys Fees.** In the event either the Authority and/or the Employee shall bring any action or proceeding for damages for an alleged breach of any provision of this Agreement, to enforce, protect or establish any right or remedy of either party, the prevailing party shall be entitled to recover as part of such action or proceeding reasonable attorneys fees and court costs.

11. **Notices.** All notices and communications required or permitted to be given hereunder shall be given by delivering the same in hand or by mailing the same by certified or registered mail, return receipt requested, postage prepaid, or by overnight delivery, as follows:

If to the Authority: Leon County Research and Development Authority
1736 West Paul Dirac Drive
Tallahassee, FL 32310
Attention: Chairman

With a copy to the Authority's General Counsel,
addressed as follows:
Broad and Cassel, Attorneys at Law
215 South Monroe Street, Suite 400
P. O. Drawer 11300
Tallahassee, FL 32301
Attention: Leonard M. Collins

If to the Employee: Ronald J. Miller, Jr.
(Home address on file)

or to such other address as either party shall have furnished to the other by like notice. Notices shall be effective as of the date of receipt. The Employee is responsible for providing written notification of any change in the Employee's address.

12. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties in relation to the subject matter of such agreements and there are no promises, representations, conditions, provisions or terms related to those agreements other than those set forth in this Agreement. This Agreement supersedes all previous understandings, agreements, and representations, written or oral, between the Authority and the Employee regarding the Employee's employment with the Authority.

13. **Termination of Prior Agreement.** By mutual agreement of the parties, the Employment Agreement between the Authority and Ronald J. Miller, Jr., dated May 1, 2013, is hereby terminated, effective March 6, 2014. This Employment Agreement shall govern the relationship between the parties beginning on March 7, 2014.

14. **Governing Law.** This Agreement shall be construed under, and governed by, the laws of the State of Florida.

15. **Jurisdiction, Venue.** The Parties agree that the exclusive venue for any litigation, proceeding, claim or controversy that arises out of or relates to the Employee's employment, this Agreement, or the breach of this Agreement, will be in the Circuit Court in and for Leon County, Florida. The Parties each hereby submit to the jurisdiction of the state and federal courts in and for Leon County, Florida.

16. **Waiver, Amendment.** No waiver by any party of any provision of this Agreement shall be deemed a waiver by such party of such provision in any other instance or a waiver of any other provision of this Agreement in any instance. This Agreement cannot be modified except in writing signed by the Parties.

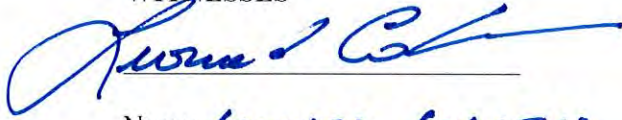
17. **Counterparts.** This Agreement may be executed in counterparts, and, when signed by all Parties hereto, all such counterparts shall comprise and constitute one agreement. Delivery of executed signature pages hereof by facsimile transmission, followed by physical delivery by U.S. mail or by overnight service, shall constitute effective and binding execution and delivery thereof.

18. **CAVEAT.** THIS AGREEMENT HAS BEEN PREPARED BY LEGAL COUNSEL TO THE AUTHORITY. THE EMPLOYEE IS ADVISED TO SEEK INDEPENDENT LEGAL COUNSEL IN CONNECTION WITH THE REVIEW OF THIS AGREEMENT. EXECUTION OF THIS AGREEMENT BY THE EMPLOYEE SHALL MEAN THAT THE EMPLOYEE SOUGHT ADVICE FROM INDEPENDENT LEGAL COUNSEL OR DETERMINED THAT SUCH COUNSEL WAS NOT NECESSARY.

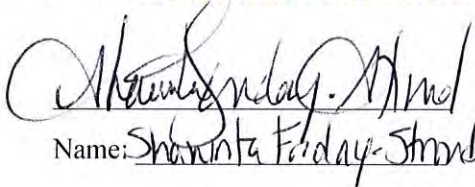
[Signatures on Next Page]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year first above written.

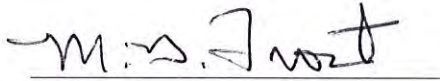
WITNESSES



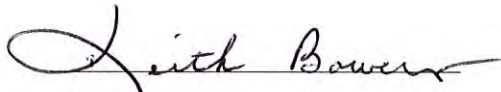
Name: Leonard Colwell



Name: Sherrita Friday-Strand



Name: MARK A. FROST



Name: Keith Bowers

**LEON COUNTY RESEARCH AND
DEVELOPMENT AUTHORITY**

By: 

Print Name: Kristin Dozier

Its: Chair

Date: 3/6/14

EMPLOYEE

By: 

Print Name: Ronald J. Miller, Jr.

Date: 3/4/14

Approved as to Form:
Authority's General Counsel

BY: 

**FIRST AMENDMENT TO EMPLOYMENT AGREEMENT
EXECUTIVE DIRECTOR OF THE
LEON COUNTY RESEARCH AND DEVELOPMENT AUTHORITY**

THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT (the "Agreement"), made as of the 1st day of October, 2015, by and between the **LEON COUNTY RESEARCH AND DEVELOPMENT AUTHORITY** (the "Authority"), a local government body, corporate and politic and **RONALD J. MILLER, JR.** (the "Employee") (hereinafter collectively referred to as "Parties").

WITNESSETH

WHEREAS, the Authority and the Employee entered into an agreement dated March 6, 2014 (the "2014 Agreement"), whereby the Authority retained the Employee to serve as The Authority's Executive Director; and

WHEREAS, except as lawfully and properly delegated to its officers, the powers of the Authority are exercised through, and the business affairs of the Authority are managed under the direction of the Board of Governors of the Authority (the "Board"); and

WHEREAS, the parties desire to align the timing of the evaluation of the Employee's performance and any Merit Pay Adjustments with the Authority's fiscal year and budgeting process; and

WHEREAS, the parties wish to amend the March 2014 Agreement to reflect this desired alignment.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein set forth, the sufficiency of which is acknowledged, the Authority and the Employee hereby agree as follows:

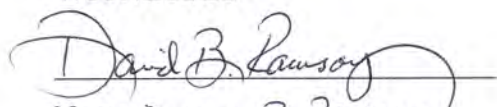
1. Unless revised, replaced, or otherwise modified by the provisions herein, the March 2014 Agreement shall remain in full force and effect.
2. The March 2014 Agreement and any amendments thereto shall be hereinafter collectively referred to as the "Agreement."
3. Paragraph 3(d) of the Agreement, shall be deleted and replaced by the following paragraph:
 - (d) On or before September 30th of each subsequent year, throughout the term of this agreement, the Authority will conduct an evaluation of the Employee's performance.
4. Paragraph 4(a)(iii) of the Agreement, shall be deleted and replaced by the following paragraph:

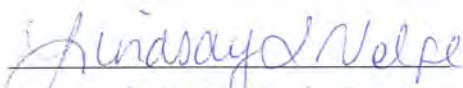
(iii) On or before September 30th of each subsequent year, The Board of Governors shall provide adjustments to the Base Salary, based upon the Employee's performance evaluation and completion of goals and objectives, as set forth annually in advance and in writing by the Board of Governors, and agreed to by the Parties ("Merit Pay Adjustments"). Goals and objectives shall be specific, measureable, achievable, realistic, and timely in accordance with good goal setting practices.

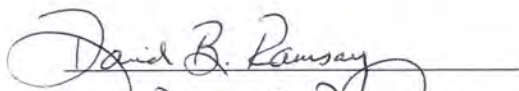
5. This First Amendment to Employment Agreement shall become effective upon full execution hereof by both Parties.

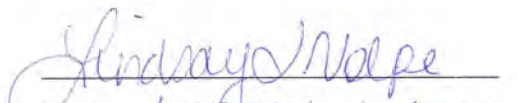
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year first above written.

WITNESSES


Name: DAVID B. RAMSAY


Name: LINDSAY J. VOLPE


Name: DAVID B. RAMSAY


Name: LINDSAY J VOLPE

**LEON COUNTY RESEARCH AND
DEVELOPMENT AUTHORITY**

By: 

Print Name: Anne Longman

Its: Chair

Date: 10/15/15

EMPLOYEE


By: 

Print Name: Ronald J. Miller, Jr.

Date: 10/15/15

Approved as to Form:

Authority's General Counsel

BY: 

Leon County R&D Authority
Executive Director Salary History
Through September 30, 2021

Date	Salary	% Inc	Annualized	
8/7/2012	\$ 72,000.00			¹
11/9/2012	\$ 118,450.00	n/a		²
5/1/2013	\$ 118,500.00	0.0%	0.1%	³
3/7/2014	\$ 125,000.00	5.5%	6.5%	⁴
10/1/2015	\$ 129,000.00	3.2%	2.0%	
10/1/2016	\$ 135,000.00	4.7%	4.7%	
10/1/2017	\$ 140,000.00	3.7%	3.7%	
10/1/2018	\$ 145,000.00	3.6%	3.6%	
10/1/2019	\$ 150,000.00	3.4%	3.4%	
10/1/2020	\$ 155,000.00	3.3%	3.3%	
Average Annual Increase			3.4%	

The Executive Director accrues three weeks vacation pay annually, accrues one sick day per month, and receives 10 paid holidays per year.

The Authority pays 90% of medical insurance cost, and benefits available to all other employees

¹ Contracted as Interim Administrator at \$6,000 per month (net of later retroactively added \$500 per month to offset the cost of independent contractor paying self-employment tax)

² Board adjusted independent contractor compensation recognizing the change in the scope of work commensurate with Executive Director (Net of "gross up" for self-employment tax)

³ Hired as an employee on 1-year contract

⁴ New contract with open-ended term; added 11.36% contribution to 457b deferred compensation retirement plan in lieu of changing FRS class from Regular Service to Senior Management Service

Plan Document

Plan Documents for Governmental Employers

457 Governmental Plan Document



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Compensation Committee Meeting | Apr. 14, 2021
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(Name of Employer)

DEFERRED COMPENSATION PLAN FOR PUBLIC EMPLOYEES
457 GOVERNMENTAL PLAN AND TRUST

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457 Governmental Plan and Trust

457 GOVERNMENTAL PLAN AND TRUST

The Employer adopts this 457 Governmental Plan and Trust. The Plan is intended to be an “eligible deferred compensation plan” as defined in Code §457(b) of the Internal Revenue Code of 1986 (“Eligible 457 Plan”). The Plan consists of the provisions set forth in this plan document and is applicable to the Employer and each Employee who elects to participate in the Plan. If the Employer adopts this Plan as a restated Plan in substitution for, and in amendment of, an existing plan, the provisions of this Plan, as a restated Plan, apply solely to an Employee on or after the execution of this Plan. The Plan is effective as to each Employee upon the date he/she becomes a Participant by entering into and filing with the Employer or the Administrative Services Provider a Participation Agreement or an Acknowledgement Form/Card.

**ARTICLE I
DEFINITIONS**

1.01 **“Account”** means the separate Account(s) which the Administrative Services Provider or the Trustee maintains under the Plan for a Participant’s Deferred Compensation. The Administrative Services Provider or Trustee may establish separate Accounts for multiple Beneficiaries of a Participant to facilitate required minimum distributions under Section 4.03 based on each Beneficiary’s life expectancy.

1.02 **“Accounting Date”** means the last day of the Plan Year.

1.03 **“Acknowledgement Form/Card”** means the application to the Administrative Services Provider to participate in the Plan when the Plan is a Social Security replacement plan.

1.04 **“Administrative Services Provider”** means Nationwide Retirement Solutions, Inc. which acts as the third party administrative services provider appointed by the Employer to carry out nondiscretionary administrative functions for the Plan.

1.05 **“Beneficiary”** means a person who the Plan or a Participant designates and who is or may become entitled to a Participant’s Account upon the Participant’s death. A Beneficiary who becomes entitled to a benefit under the Plan remains a Beneficiary under the Plan until the Beneficiary has received full distribution of his/her Plan benefit. A Beneficiary’s right to (and the Administrative Services Provider’s or a Trustee’s duty to provide to the Beneficiary) information or data concerning the Plan does not arise until the Beneficiary first becomes entitled to receive a benefit under the Plan.

1.06 **“Code”** means the Internal Revenue Code of 1986, as amended.

1.07 **“Compensation”** for purposes of allocating Deferral Contributions means the employee’s wages, salaries, fees for professional services, and other amounts received without regard to whether or not an amount is paid in cash for personal services actually rendered in the course of employment with the Employer, to the extent that the amounts are includible in gross income (or to the extent amount would have been received and includible in gross income but for an election under Code §§ 125(a), 132(f)(4), 402(e)(3), 402(h)(1)(B), 402(k), and 457(b), including an election to defer Compensation under Article III. See Section 1.16 as to Compensation for an Independent Contractor. Compensation also includes any amount that the Internal Revenue Service in published guidance declares to constitute compensation for purposes of an Eligible 457 Plan.

(A) Elective Contributions. Compensation under Section 1.07 includes Elective Contributions. “Elective Contributions” are amounts excludible from the Employee’s gross income under Code §§125, 132(f)(4), 402(e)(3), 402(h)(1)(B), 403(b), 408(p) or 457, and contributed by the Employer, at the Employee’s election, to a cafeteria plan, a qualified transportation fringe benefit plan, a 401(k) arrangement, a SARSEP, a tax-sheltered annuity, a SIMPLE plan or a Code § 457 plan.

(B) Differential wage payments. For years beginning after December 31, 2008, (i) an individual receiving a differential wage payment, as defined by Code § 3401(h)(2), shall be treated as an employee of the employer making the payment; (ii) the differential wage payment shall be treated as compensation; and (iii) the plan will not be treated as failing to meet the requirements of any provision described in Code §414(u)(1)(C) by reason of any contribution or benefit which is based on the differential wage payment.

1.08 **“Deferral Contributions”** means Salary Reduction Contributions, Nonelective Contributions and Matching Contributions. The Employer or the Administrative Services Provider (if applicable) in applying the Code § 457(b) limit will take into account Deferral Contributions in the Taxable Year in which deferred. The Employer or Administrative Services Provider (if applicable) in determining the amount of a Participant’s Deferral Contributions disregards the net income, gain and loss attributable to Deferral Contributions.

1.09 **“Deferred Compensation”** means as to a Participant the amount of Deferral Contributions,

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Rollover Contributions and Transfers adjusted for allocable net income, gain or loss, in the Participant's Account.

1.10 **"Effective Date"** of this Plan is the date indicated on the execution line unless the Code, Treasury regulations, or other applicable guidance provides otherwise.

1.11 **"Employee"** means an individual who provides services for the Employer, as a common law employee of the Employer. See Section 1.16 regarding potential treatment of an Independent Contractor as an Employee.

1.12 **"Employer"** means an employer who adopts this Plan by executing the Plan.

1.13 **"Employer Contribution"** means Nonelective Contributions or Matching Contributions.

1.14 **"Excess Deferrals"** means Deferral Contributions to an Eligible 457 Plan for a Participant that exceed the Taxable Year maximum limitation of Code §§457(b) and (e)(18).

1.15 **"Includible Compensation"** means, for the Employee's Taxable Year, the Employee's total Compensation within the meaning of Code § 415(c)(3) paid to an Employee for services rendered to the Employer. Includible Compensation includes Deferral Contributions under the Plan, compensation deferred under any other plan described in Code §457, and any amount excludible from the Employee's gross income under Code §§401(k), 403(b), 125 or 132(f)(4) or any other amount excludible from the Employee's gross income for Federal income tax purposes. The Employer will determine Includible Compensation without regard to community property laws.

1.16 **"Independent Contractor"** means any individual who performs service for the Employer and who the Employer does not treat as an Employee or a Leased Employee. The Employer may permit Independent Contractors to participate in the Plan. To the extent that the Employer permits Independent Contractor participation, references to Employee in the Plan include Independent Contractors and Compensation means the amounts the Employer pays to the Independent Contractor for services.

1.17 **"Leased Employee"** means an Employee within the meaning of Code § 414(n).

1.18 **"Matching Contribution"** means an Employer fixed or discretionary contribution made or forfeiture allocated on account of Salary Reduction Contributions. The Employer may provide for matching contributions.

1.19 **"Nonelective Contribution"** means an Employer fixed or discretionary contribution not made as a result of a Participation Agreement and which is not a Matching Contribution. The Employer may provide for nonelective contributions.

1.20 **"Normal Retirement Age"** means the age designated by the Participant unless the Employer designates in writing a Normal Retirement Age. The Normal Retirement Age designated by the Participant or Employer shall be no earlier than age 65 or the age at which Participants have the right to retire and receive, under the basic defined benefit pension plan of the Employer (or a money purchase plan in which the Participant also participates if the Participant is not eligible to participate in a defined benefit plan), immediate retirement benefits without actuarial or similar reduction because of retirement before some later specified age. The Normal Retirement Age also shall not exceed age 70½.

Special Rule for Eligible Plans of Qualified Police or Firefighters. A Participant who is a qualified police officer or firefighter as defined under Code §415(b)(2)(H)(ii)(I) may designate a Normal Retirement Age between age 40 and age 70 ½.

1.21 **"Participant"** is an Employee who elects to participate in the Plan in accordance with the provisions of Section 2.01 or an individual who has previously deferred Compensation under the Plan by a Participation Agreement and has not received a complete distribution of his/her Account.

1.22 **"Participation Agreement"** means the agreement to enroll and participate in the Plan that is completed by the Participant and provided to the Administrative Services Provider. The Participation Agreement is the agreement, by which the Employer reduces the Participant's Compensation for contribution to the Participant's Account.

1.23 **"Plan"** means the 457 plan established or continued by the Employer in the form of this Plan and (if applicable) Trust Agreement. All section references within the Plan are Plan section references unless the context clearly indicates otherwise.

1.24 **"Plan Entry Date"** means the date on which an Employee completes and files a Participation Agreement with the Administrative Services Provider.

1.25 **"Plan Year"** means the calendar year.

1.26 **"Rollover Contribution"** means the amount of cash or property which an eligible retirement plan described in Code §402(c)(8)(B) distributes to an eligible Employee or to a Participant in an eligible rollover distribution under Code §402(c)(4) and which the eligible Employee or Participant transfers directly or indirectly to an

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Eligible 457 Plan. A Rollover Contribution includes net income, gain or loss attributable to the Rollover Contribution. A Rollover Contribution excludes after-tax Employee contributions, as adjusted for net income, gain or loss.

1.27 **“Salary Reduction Contribution”** means a contribution the Employer makes to the Plan pursuant to a Participation Agreement.

1.28 **“Service”** means any period of time the Employee is in the employ of the Employer. In the case of an Independent Contractor, Service means any period of time the Independent Contractor performs services for the Employer on an independent contractor basis. An Employee or Independent Contractor terminates Service upon incurring a Severance from Employment.

(A) Qualified Military Service. Service includes any qualified military service the Plan must credit for contributions and benefits in order to satisfy the crediting of Service requirements of Code §414(u). A Participant whose employment is interrupted by qualified military service under Code §414(u) or who is on a leave of absence for qualified military service under Code §414(u) may elect to make additional Salary Reduction Contributions upon resumption of employment with the Employer equal to the maximum Deferral Contributions that the Participant could have elected during that period if the Participant’s employment with the Employer had continued (at the same level of Compensation) without the interruption of leave, reduced by the Deferral Contributions, if any, actually made for the Participant during the period of the interruption or leave. This right applies for five years following the resumption of employment (or, if sooner, for a period equal to three times the period of the interruption or leave). The Employer shall make appropriate make-up Nonelective Contributions and Matching Contributions for such a Participant as required under Code §414(u). The Plan shall apply limitations of Article III to all Deferral Contributions under this paragraph with respect to the year to which the Deferral Contribution relates.

(B) “Continuous Service” means Service with the Employer during which the Employee does not incur a Severance from Employment.

(C) “Severance from Employment.”

(1) **Employee.** An Employee has a Severance from Employment when the Employee ceases to be an Employee of the Employer. A Participant does not incur a Severance from Employment if, in connection with a change in employment, the Participant’s new employer continues or assumes sponsorship of the Plan or accepts a Transfer of Plan assets as to the Participant.

(2) **Independent Contractor.** An Independent Contractor has a Severance from Employment when the contract(s) under which the Independent Contractor performs services for the Employer expires (or otherwise terminates), unless the Employer anticipates a renewal of the contractual relationship or the Independent Contractor becoming an Employee. The Employer anticipates renewal if it intends to contract for the services provided under the expired contract and neither the Employer nor the Independent Contractor has eliminated the Independent Contractor as a potential provider of such services under the new contract. Further, the Employer intends to contract for services conditioned only upon the Employer’s need for the services provided under the expired contract or the Employer’s availability of funds. Notwithstanding the preceding provisions of this Section 1.28, the Administrative Services Provider will consider an Independent Contractor to have incurred a Severance from Employment: (a) if the Administrative Services Provider or Trustee will not pay any Deferred Compensation to an Independent Contractor who is a Participant before a date which is at least twelve months after the expiration of the Independent Contractor’s contract (or the last to expire of such contracts) to render Services to the Employer; and (b) if before the applicable twelve-month payment date, the Independent Contractor performs Service as an Independent Contractor or as an Employee, the Administrative Services Provider or Trustee will not pay to the Independent Contractor his/her Deferred Compensation on the applicable date.

(3) **Uniformed Services.** for purposes of distributions to an individual in the uniformed services, such individual will be treated as incurring a Severance from Employment during any period the individual is performing service in the uniformed services described in Code § 3401(h)(2)(A). However, the plan will not distribute the benefit to such an individual without that individual’s consent, so long as the individual is receiving differential wage payments.

If an individual elects to receive a distribution under this provision, the individual may not make an elective deferral or employee contribution during the 6-month period beginning on the date of the distribution.

1.29 **“State”** means (a) one of the 50 states of the United States or the District of Columbia, or (b) a political subdivision of a State, or any agency or instrumentality of a State or its political subdivision. A State does not include the federal government or any agency or instrumentality thereof.

1.30 **“Taxable Year”** means the calendar year or other taxable year of a Participant.

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1.31 **“Transfer”** means a transfer of Eligible 457 Plan assets to another Eligible 457 Plan which is not a Rollover Contribution and which is made in accordance with Section 9.03.

1.32 **“Trust”** means the Trust created under the adopting Employer’s Plan. The Trust created and established under the adopting Employer’s Plan is a separate Trust, independent of the trust of any other Employer adopting this Eligible 457 Plan and is subject to Article VIII.

1.33 **“Trustee”** means the person or persons designated by the Employer to serve in the position of Trustee.

ARTICLE II PARTICIPATION IN PLAN

2.01 **ELIGIBILITY.** Each Employee becomes a Participant in the Plan as soon as he/she completes and files a Participation Agreement. If this Plan is a restated Plan, each Employee who was a Participant in the Plan on the day before the Effective Date continues as a Participant in the Plan.

2.02 **PARTICIPATION UPON RE-EMPLOYMENT.** A Participant who incurs a Severance from Employment will re-enter the Plan as a Participant on the date of his/her re-employment.

2.03 **SPECIAL ELIGIBILITY PROVISIONS FOR PARTICIPANTS IN A PLAN USED AS A SOCIAL SECURITY REPLACEMENT PLAN.** Notwithstanding any provision to the contrary, the provisions of this Section 2.03 will apply if the Employer elects in a written agreement with the Administrative Services Provider to use the Plan as a Social Security replacement plan. If the Plan is used as a Social Security replacement plan, the provisions of Sections 4.05(a) and 5.03 will not apply.

(A) Eligibility to participate for new Employees. A new Employee shall, as a condition of employment participate in the Plan sign and file with the Administrative Services Provider an Acknowledgement Form/Card and thereby consenting to a reduction of salary by the amount of the Deferral Contribution specified in the Acknowledgement Form/Card. Contributions to the Participant’s Account must equal at least 7.5% of the Participant’s Compensation, or such other minimum amount as shall be required for the Plan to be considered a retirement system under Code §3121(b)(7)(F) and Treas. Reg. 31.3121(b)(7)-2, and the reduction in the Participant’s salary shall begin immediately thereafter.

(B) Eligibility to participate for current Employees. An Employee who is newly eligible to participate in the Plan shall, prior to becoming eligible to participate in the Plan, sign and file with

the Administrative Services Provider an Acknowledgement Form/Card and thereby consent to a reduction of salary by the amount of the Deferral Contribution specified in the Acknowledgement Form/Card. Allocations to the Participant’s Account must equal at least 7.5% of the Participant’s Compensation or such other minimum amount as shall be required for the Plan to be considered a retirement system under Code §3121(b)(7)(F) and Treas. Reg. §31.3121(b)(7)-2, and the reduction in the Participant’s salary shall begin no earlier than the first pay period commencing during the first month after the date on which the Acknowledgement Form/Card is filed with the Administrative Services Provider.

(C) Takeover Plans. If the Plan is a restated Plan, an Employee who participated in the predecessor plan shall become a Participant in the Plan upon the Employer’s execution of the enabling documents for this Plan. Allocations to each such Participant’s Account must equal at least 7.5% of the Participant’s Compensation, or such other minimum amount as shall be required for the Plan to be considered a retirement system under Code §3121(b)(7)(F) and Treas. Reg. §31.3121(b)(7)-2, and the reduction in the Participant’s salary shall begin immediately thereafter.

ARTICLE III DEFERRAL CONTRIBUTIONS/LIMITATIONS

3.01 **AMOUNT.**

(A) Contribution Formula. For each Plan Year, the Employer will contribute to the Plan the amount of Deferral Contributions the Employee elects to defer under the Plan.

(B) Return of Contributions. The Employer contributes to this Plan on the condition its contribution is not due to a mistake of fact. If any Participant Salary Reduction Contribution is due to a mistake of fact, the Employer or the Trustee upon written request from the Employer will return the Participant’s contribution, within one year after payment of the contribution.

The Trustee may require the Employer to furnish it whatever evidence the Trustee deems necessary to enable the Trustee to confirm the amount the Employer has requested be returned is properly returnable.

(C) Time of Payment of Contribution. An Employer will deposit Salary Reduction Contributions to the Trust within a period that is not longer than is reasonable for the administration of Participant Accounts. Neither the Administrative Services Provider nor the Trustee is responsible for the delay of deposits of Salary Reduction Contributions caused by the Employer.

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3.02 SALARY REDUCTION CONTRIBUTIONS. The Plan does not apply any limitations on Salary Reduction Contributions other than the limitations applicable under the Code.

(A) Deferral from Sick, Vacation and Back Pay. Participants may make Salary Reduction Contributions from accumulated sick pay, from accumulated vacation pay or from back pay.

(B) Application to Leave of Absence and Disability. The Participation Agreement will continue to apply during the Participant's leave of absence or the Participant's disability (as the Employer shall establish), if the Participant has Compensation other than imputed compensation or disability benefits.

(C) Post-severance deferrals limited to Post-Severance Compensation. Deferral Contributions are permitted from an amount received following Severance from Employment only if the amount is Post-Severance Compensation.

Post-Severance Compensation defined. Post-Severance Compensation includes the amounts described in (1) and (2) below, paid after a Participant's Severance from Employment with the Employer, but only to the extent such amounts are paid by the later of 2½ months after Severance from Employment or the end of the calendar year that includes the date of such Severance from Employment.

(1) Regular pay. Post-Severance Compensation *includes* regular pay after Severance of Employment if: (i) the payment is regular compensation for services during the Participant's regular working hours, or compensation for services outside the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments; and (ii) the payment would have been paid to the Participant prior to a Severance from Employment if the Participant had continued in employment with the Employer.

(2) Leave cashouts. Post-Severance Compensation *includes* leave cashouts if those amounts would have been included in the definition of Compensation if they were paid prior to the Participant's Severance from Employment, and the amounts are payment for unused accrued bona fide sick, vacation, or other leave, but only if the Participant would have been able to use the leave if employment had continued.

(3) Salary continuation payments for military service Participants. Post-Severance Compensation includes payments to an individual who does not currently perform services for the Employer by

reason of Qualified Military Service (as described in Code §414(u)(1)) to the extent those payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the Employer rather than entering Qualified Military Service.

Limitation on Post-Severance Compensation. Any payment of Compensation paid after Severance of Employment that is not described in Section 3.02(C)(1) or 3.02(C)(2) is not Post-Severance Compensation, even if payment is made by the later of 2½ months after Severance from Employment or by the end of the calendar year that includes the date of such Severance of Employment.

3.03 NORMAL LIMITATION. Except as provided in Sections 3.04 and 3.05, a Participant's maximum Deferral Contributions (excluding Rollover Contributions and Transfers) under this Plan for a Taxable Year may not exceed the lesser of:

(a) The applicable dollar amount as specified under Code §457(e)(15) (or, beginning January 1, 2006) such larger amount as the Commissioner of the Internal Revenue may prescribe), or

(b) 100% of the Participant's Includible Compensation for the Taxable Year.

3.04 NORMAL RETIREMENT AGE CATCH-UP CONTRIBUTION. For one or more of the Participant's last three Taxable Years ending before the Taxable Year in which the Participant attains Normal Retirement Age, the Participant's maximum Deferral Contributions may not exceed the lesser of:

(a) Twice the dollar amount under Section 3.03 normal limitation, or (b) the underutilized limitation.

(A) Underutilized Limitation. A Participant's underutilized limitation is equal to the sum of: (i) the normal limitation for the Taxable Year, and (ii) the normal limitation for each of the prior Taxable Years of the Participant commencing after 1978 during which the Participant was eligible to participate in the Plan and the Participant's Deferral Contributions were subject to the normal limitation or any other Code § 457(b) limit, *less* the amount of Deferral Contributions for each such prior Taxable Year, excluding age 50 catch-up contributions.

(B) Multiple 457 Plans. If the Employer maintains more than one Eligible 457 Plan, the Plans may not permit any Participant to have more than one Normal Retirement Age under the Plans.

(C) Pre-2002 Coordination. In determining a Participant's underutilized limitation, the

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coordination rule in effect under now repealed Code §457(c)(2) applies. Additionally, the normal limitation for pre-2002 Taxable Years is applied in accordance with Code § 457(b)(2) as then in effect.

3.05 AGE 50 CATCH-UP CONTRIBUTION. All Employees who are eligible to make Salary Reduction Contributions under this Plan and who have attained age 50 before the close of the Taxable Year are eligible to make age 50 catch-up contributions for that Taxable Year in accordance with, and subject to the limitations of, Code § 414(v). Such catch-up contributions are not taken into account for purposes of the provisions of the plan implementing the required limitations of Code § 457. If, for a Taxable Year, an Employee makes a catch-up contribution under Section 3.04, the Employee is not eligible to make age 50 catch-up contributions under this Section 3.05. A catch-up eligible Participant in each Taxable Year is entitled to the greater of the amount determined under Section 3.04 or Section 3.05 catch-up amount plus the Section 3.03 normal limitation.

3.06 CONTRIBUTION ALLOCATION. The Administrative Services Provider will allocate to each Participant's Account his/her Deferral Contributions.

3.07 ALLOCATION CONDITIONS. The Plan does not impose any allocation conditions.

3.08 ROLLOVER CONTRIBUTIONS. The Plan permits Rollover Contributions.

(A) Operational Administration. The Employer, operationally and on a nondiscriminatory basis, may elect to permit or not to permit Rollover Contributions to this Plan or may elect to limit an eligible Employee's right or a Participant's right to make a Rollover Contribution. If the Employer permits Rollover Contributions, any Participant (or as applicable, any eligible Employee), with the Employer's written consent and after filing with the Trustee the form prescribed by the Administrative Services Provider, may make a Rollover Contribution to the Trust. Before accepting a Rollover Contribution, the Trustee may require a Participant (or eligible Employee) to furnish satisfactory evidence the proposed transfer is in fact a "Rollover Contribution" which the Code permits an employee to make to an eligible retirement plan. The Trustee, in its sole discretion, may decline to accept a Rollover Contribution of property which could: (1) generate unrelated business taxable income; (2) create difficulty or undue expense in storage, safekeeping or valuation; or (3) create other practical problems for the Trust.

(B) Pre-Participation Rollover. If an eligible Employee makes a Rollover Contribution to the Trust prior to satisfying the Plan's eligibility conditions,

the Administrative Services Provider and Trustee must treat the Employee as a limited Participant (as described in Rev. Rul. 96-48 or in any successor ruling). If a limited Participant has a Severance from Employment prior to becoming a Participant in the Plan, the Trustee will distribute his/her Rollover Contributions Account to the limited Participant in accordance with Article IV.

(C) Separate Accounting. If an Employer permits Rollover Contributions, the Administrative Services Provider must account separately for: (1) amounts rolled into this Plan from an eligible retirement plan (other than from another Eligible 457 plan); and (2) amounts rolled into this Plan from another Eligible 457 Plan. The Administrative Services Provider for purposes of ordering any subsequent distribution from this Plan may designate a distribution from a Participant's Rollover Contributions as coming first from either of (1) or (2) above if the Participant has both types of Rollover Contribution Accounts.

3.09 DISTRIBUTION OF EXCESS DEFERRALS. In the event that a Participant has Excess Deferrals, the Plan will distribute to the Participant the Excess Deferrals and allocable net income, gain or loss, in accordance with this Section 3.09.

The Administrative Services Provider will distribute Excess Deferrals from an Eligible 457 Plan as soon as is reasonably practicable following the Administrative Services Provider's or Employer's determination of the amount of the Excess Deferral.

(A) Plan Aggregation. If the Employer maintains more than one Eligible 457 Plan, the Employer must aggregate all such Plans in determining whether any Participant has Excess Deferrals.

(B) Individual Limitation. If a Participant participates in another Eligible 457 Plan maintained by a different employer, and the Participant has Excess Deferrals, the Administrative Services Provider may, but is not required, to correct the Excess Deferrals by making a corrective distribution from this Plan.

3.10 DOLLAR LIMITS. The table below shows the applicable dollar amounts described in paragraph 3.03(a) and limitations on age 50 catch-up contributions described in Section 3.05. These amounts are adjusted after 2006 for changes in the cost-of-living to the extent permitted in Code § 415(d).

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Year	Applicable Dollar Amount	Age 50+ Catch-up Contribution Limitation
2002	\$11,000	\$1,000
2003	\$12,000	\$2,000
2004	\$13,000	\$3,000
2005	\$14,000	\$4,000
2006	\$15,000	\$5,000

**ARTICLE IV
TIME AND METHOD OF
PAYMENT OF BENEFITS**

4.01 DISTRIBUTION

RESTRICTIONS. Except as the Plan provides otherwise, the Administrative Services Provider or Trustee may not distribute to a Participant his/her Account prior to the Participant's Severance from Employment, or such other event for which federal legislation is enacted or regulatory relief granted permitting the Plan to make distributions to qualifying Participants.

(A) Distribution of Rollover Contributions. To the extent the Employer permits Rollover Contributions (but not Transfers) to this Plan, a Participant may receive a distribution of such Rollover Contributions without regard to the restrictions found in this Section 4.01.

4.02 TIME AND METHOD OF PAYMENT OF ACCOUNT. The Administrative Services Provider, or Trustee at the direction of the Administrative Services Provider, will distribute to a Participant who has incurred a Severance from Employment the Participant's Account under one or any combination of payment methods elected by the Participant. The Participant may elect one of the following methods of payment: (1) lump sum payment, (2) partial lump sum payment, (3) installment, or (4) an annuity. In no event will the Administrative Services Provider direct (or direct the Trustee to commence) distribution, nor will the Participant elect to have distribution commence, later than the Participant's required beginning date, or under a method that does not satisfy Section 4.03.

Subject to any restrictions imposed by the Participant's investment providers and the Administrative Services Provider, the Participant: (1) may elect to commence distribution no earlier than is administratively practical following Severance from Employment; (2) may elect to postpone distribution of his/her Account to any fixed or determinable date including, but not beyond, the Participant's required beginning date; and (3) may elect the method of payment. A Participant may elect the timing and method of payment of his/her Account no later than 30 days before the date the Participant first would be

eligible to commence payment of the Participant's Account. The Administrative Services Provider must furnish to the Participant a form for the Participant to elect the time and a method of payment.

4.03 REQUIRED MINIMUM DISTRIBUTIONS. The Administrative Services Provider may not distribute nor direct the Trustee to distribute the Participant's Account, nor may the Participant elect any distribution his/her Account, under a method of payment which, as of the required beginning date, does not satisfy the minimum distribution requirements of Code § 401(a)(9) or which is not consistent with applicable Treasury regulations.

(A) General Rules.

(1) **Precedence.** The requirements of this Section 4.03 will take precedence over any inconsistent provisions of the Plan.

(2) **Requirements of Treasury Regulations Incorporated.** All distributions required under this Section 4.03 will be determined and made in accordance with the Treasury regulations under Code § 401(a)(9).

(B) Time and Manner of Distribution

(1) **Required Beginning Date.** The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's required beginning date.

(2) **Death of Participant Before Distribution Begins.** If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(a) **Spouse Designated Beneficiary.** If the Participant's surviving spouse is the Participant's sole designated Beneficiary, distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant dies, or by December 31 of the calendar year in which the Participant would have attained age 70½, if later.

(b) **Non-Spouse Designated Beneficiary.** If the Participant's surviving spouse is not the Participant's sole designated Beneficiary, then, distributions to the designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

(c) **No Designated Beneficiary.** If there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

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(d) Death of Spouse. If the Participant's surviving spouse is the Participant's sole designated Beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this Section 4.03(B)(2) other than Section 4.03(B)(2)(a), will apply as if the surviving spouse were the Participant.

For purposes of this Section 4.03(B) and Section 4.03(D), unless Section 4.03(B)(2)(d) applies, distributions are considered to begin on the Participant's required beginning date. If Section 4.03(B)(2)(d) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under Section 4.03(B)(2)(a). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's required beginning date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under Section 4.03(B)(2)(a), the date distributions are considered to begin is the date distributions actually commence.

(3) **Forms of Distribution**. Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the required beginning date, as of the first distribution calendar year distributions will be made in accordance with Sections 4.03(C) and 4.03(D). If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Section 4.01(a)(9) of the Code and the Treasury regulations.

(C) Required Minimum Distributions during Participant's Lifetime.

(1) **Amount of Required Minimum Distribution for Each Distribution Calendar Year**. During the Participant's lifetime, the minimum amount that will be distributed for each distribution calendar year is the lesser of:

(a) ULT. The quotient obtained by dividing the Participant's account balance by the number in the Uniform Life Table set forth in Treas. Reg. §1.401(a)(9)-9, using the Participant's attained age as of the Participant's birthday in the distribution calendar year; or

(b) Younger Spouse. If the Participant's sole designated Beneficiary for the distribution calendar year is the Participant's spouse, the quotient obtained by dividing the Participant's account balance by the number in the Joint and Last Survivor Table set forth in Treas. Reg. §1.401(a)(9)-9, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the distribution calendar year.

(2) **Lifetime Required Minimum Distributions Continue Through Year of Participant's Death**. Required minimum distributions will be determined under this Section 4.03(C) beginning with the first distribution calendar year and up to and including the distribution calendar year that includes the Participant's date of death.

(D) Required Minimum Distributions after Participant's Death.

(1) Death On or After Distributions Begin.

(a) Participant Survived by Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is a designated Beneficiary, the minimum amount that will be distributed for the distribution calendar year of the Participant's death is obtained by dividing the Participant's account balance by the remaining life expectancy of the Participant. The Participant's remaining life expectancy is calculated using the attained age of the Participant as of the Participant's birthday in the calendar year of death. For each distribution calendar year after the year of the Participant's death, the minimum amount that will be distributed is the quotient obtained by dividing the Participant's account balance by the remaining life expectancy of the Participant's designated Beneficiary.

(b) No Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is no designated Beneficiary as of September 30 of the calendar year after the calendar year of the Participant's death, the minimum amount that will be distributed for each distribution calendar year after the calendar year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the Participant's remaining life expectancy calculated using the attained age of the Participant as of the Participant's birthday in the calendar year of death, reduced by one for each subsequent calendar year.

(2) Death before Date Distributions Begin.

(a) Participant Survived by Designated Beneficiary. If the Participant dies before the date distributions begin and there is a designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the remaining life expectancy of the Participant's designated Beneficiary, determined as provided in Section 4.03(D)(1).

(b) No Designated Beneficiary. If the Participant dies before the date distributions begin and there is no designated Beneficiary as of September 30 of the year following the year of the

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Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(c) Death of Surviving Spouse Before Distributions to Surviving Spouse Are Required to Begin. If the Participant dies before the date distributions begin, the Participant's surviving spouse is the Participant's sole designated Beneficiary, and the surviving spouse dies before distributions are required to begin to the surviving spouse under Section 4.03(B)(2)(a), this Section 4.03(D)(2) will apply as if the surviving spouse were the Participant.

(E) Definitions

(1) **Designated Beneficiary.** The individual who is designated as the Beneficiary under the Plan and is the designated beneficiary under Code §401(a)(9) and Treas. Reg. §1.401(a)(9)-1, Q&A-4.

(2) **Distribution calendar year.** A distribution calendar year means a calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's required beginning date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which the distributions are required to begin under Section 4.03(B)(2). The required minimum distribution for the Participant's first distribution calendar year will be made on or before the Participant's required beginning date. The required minimum distribution for other distribution calendar years, including the required minimum distribution for the distribution calendar year in which the Participant's required beginning date occurs, will be made on or before December 31 of that distribution calendar year.

(3) **Life expectancy.** Life expectancy as computed by use of the Single Life Table in Treas. Reg. §1.401(a)(9)-9.

(4) **Participant's account balance.** The account balance as of the last valuation date in the calendar year immediately preceding the distribution calendar year (valuation calendar year) increased by the amount of any contributions made and allocated or forfeitures allocated to the account balance as of dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date. The account balance for the valuation calendar year includes any Rollover Contributions or Transfers to the Plan either in the valuation calendar year or in the distribution calendar year if distributed or transferred in the valuation calendar year.

(5) **Required beginning date.** A Participant's required beginning date is the April 1 of the calendar year following the later of: (1) the calendar year in which the Participant attains age 70½, or (2) the calendar year in which the Participant retires or such other date under Code § 401(a)(9) by which required minimum distributions must commence.

(F) **General 2009 waiver.** The requirements of Code § 401(a)(9) and the provisions of the Plan relating thereto, will not apply for the distribution calendar year 2009.

(1) **Special rule regarding waiver period.** For purposes of Code § 401(a)(9) and the provisions of the Plan relating thereto: (a) the required beginning date with respect to any individual will be determined without regard to this Article IV for purposes of applying Code § 401(a)(9) for distribution calendar years other than 2009; and (b) if the 5-year rule of Code § 401(a)(9)(B)(ii) applies, the 5-year period described therein shall be determined without regard to calendar year 2009.

(2) **Eligible rollover distributions.** If all or any portion of a distribution during 2009 is treated as an eligible rollover distribution but would not be so treated if the minimum distribution requirements under Code § 401(a)(9) had applied during 2009, then the Plan will not treat such distribution as an eligible rollover distribution for purposes of the direct rollover rules of Code § 401(a)(31), the notice requirements of Code §402(f), or the 20% withholding requirement of Code §3405(c).

(3) **Participant may elect.** The Plan will permit an affected Participant to elect whether to receive his/her RMD distribution for 2009. If the Participant fails to notify the Administrative Services Provider of his/her waiver, the Plan will distribute the 2009 RMD to the Participant.

4.04 DEATH BENEFITS. Upon the death of the Participant, the Administrative Services Provider must pay or direct the Trustee to pay the Participant's Account in accordance with Section 4.03. Subject to Section 4.03, a Beneficiary may elect the timing and method of payment in the same manner as a Participant may elect under Section 4.02, if such elections apply.

In the case of a death occurring on or after January 1, 2007, if a participant dies while performing qualified military service (as defined in Code § 414(u)), the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan as if the participant had resumed and then terminated employment on account of death.

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4.05 DISTRIBUTIONS PRIOR TO SEVERANCE FROM EMPLOYMENT. Notwithstanding the Section 4.01 distribution restrictions, the Plan permits the following in-service distributions in accordance with this Section.

(A) Unforeseeable Emergency. In the event of a Participant's unforeseeable emergency, the Administrative Services Provider may make a distribution to a Participant who has not incurred a Severance from Employment.

An unforeseeable emergency is a severe financial hardship of a Participant or Beneficiary resulting from: (1) illness or accident of the Participant, the Participant's Beneficiary, or the Participant's spouse or dependent (as defined in Code § 152, and, for taxable years beginning on or after January 1, 2005, without regard to Code § 152(b)(1), (b)(2), and (d)(1)(B)); (2) loss of the Participant's or Beneficiary's property due to casualty; (3) the need to pay for the funeral expenses of the Participant's spouse or dependent (as defined in Code § 152, and, for taxable years beginning on or after January 1, 2005, without regard to Code § 152(b)(1), (b)(2), and (d)(1)(B)); or (4) other similar extraordinary and unforeseeable circumstances arising from events beyond the Participant's or Beneficiary's control. The Administrative Services Provider will not pay the Participant or the Beneficiary more than the amount reasonably necessary to satisfy the emergency need, which may include amounts necessary to pay taxes or penalties on the distribution. The Administrative Services Provider will not make payment to the extent the Participant or Beneficiary may relieve the financial hardship by cessation of deferrals under the Plan, through insurance or other reimbursement, or by liquidation of the individual's assets to the extent such liquidation would not cause severe financial hardship.

The Participant's Beneficiary is a person who a Participant designates as a "primary beneficiary" and who is or may become entitled to a Participant's Plan account upon the Participant's death.

A Participant's unforeseeable emergency event includes a severe financial hardship of the participant's primary Beneficiary under the Plan, that would constitute an emergency event if it occurred with respect to the participant's spouse or dependent as defined under Code § 152.

(B) De minimis distribution. A Participant may elect to receive a distribution of his/her Account where: (1) the Participant's Account (disregarding Rollover Contributions) does not exceed \$5,000 (or such other amount as does not exceed the Code § 411(a)(11)(A) dollar amount); (2) the Participant has not made or received an allocation of any Deferral Contributions under the Plan during the two-year period ending on the date of distribution; and (3) the

Participant has not received a prior distribution under this Section 4.05(B).

(C) Distribution of Rollover Contributions. A Participant may request and receive distribution of his/her Account attributable to Rollover Contributions (but not to Transfers) before the Participant has a distributable event under Section 4.01.

4.06 DISTRIBUTIONS UNDER QUALIFIED DOMESTIC RELATIONS ORDERS (QDROs). Notwithstanding any other provision of this Plan, the QDRO provisions will apply. The Administrative Services Provider (and any Trustee) must comply with the terms of a QDRO, as defined in Code § 414(p), which is issued with respect to the Plan.

(A) Time and Method of Payment. This Plan specifically permits distribution to an alternate payee under a QDRO at any time, notwithstanding any contrary Plan provision and irrespective of whether the Participant has attained his/her earliest retirement age (as defined under Code § 414(p)) under the Plan. Nothing in this Section 4.06 gives a Participant a right to receive distribution at a time the Plan otherwise does not permit nor authorizes the alternate payee to receive a form of payment the Plan does not permit.

(B) QDRO Procedures. Upon receiving a domestic relations order, the Administrative Services Provider promptly will notify the Participant and any alternate payee named in the order, in writing, of the receipt of the order and the Plan's procedures for determining the qualified status of the order. Within a reasonable period of time after receiving the domestic relations order, the Administrative Services Provider must determine the qualified status of the order and must notify the Participant and each alternate payee, in writing, of the Administrative Services Provider's determination. The Administrative Services Provider must provide notice under this paragraph by mailing to the individual's address specified in the domestic relations order.

(C) Accounting. If any portion of the Participant's Account Balance is payable under the domestic relations order during the period the Administrative Services Provider is making its determination of the qualified status of the domestic relations order, the Administrative Services Provider may maintain a separate accounting of the amounts payable. If the Administrative Services Provider determines the order is a QDRO within 18 months of the date amounts first are payable following receipt of the domestic relations order, the Administrative Services Provider will distribute or will direct the Trustee to distribute the payable amounts in accordance with the QDRO. If the Administrative Services Provider does not make its determination of the qualified status of the order within the 18-month determination period,

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the Administrative Services Provider will distribute or will direct the Trustee to distribute the payable amounts in the manner the Plan would distribute if the order did not exist and will apply the order prospectively if the Administrative Services Provider later determines the order is a QDRO.

To the extent it is not inconsistent with the provisions of the QDRO, the Administrative Services Provider may segregate or may direct the Trustee to segregate the QDRO amount in a segregated investment account. The Administrative Services Provider or Trustee will make any payments or distributions required under this Section 4.06 by separate benefit checks or other separate distribution to the alternate payee(s).

(D) Permissible QDROs. A domestic relations order that otherwise satisfies the requirements for a qualified domestic relations order ("QDRO") will not fail to be a QDRO: (i) solely because the order is issued after, or revises, another domestic relations order or QDRO; or (ii) solely because of the time at which the order is issued, including issuance after the annuity starting date or after the participant's death.

4.07 DIRECT ROLLOVER OF ELIGIBLE ROLLOVER DISTRIBUTIONS – GOVERNMENTAL PLAN.

(A) Participant Election. A Participant (including for this purpose, a former Employee) may elect, at the time and in the manner the Administrative Services Provider prescribes, to have any portion of his/her eligible rollover distribution from the Plan paid directly to an eligible retirement plan specified by the Participant in a direct rollover election. For purposes of this election, a "Participant" includes as to their respective interests, a Participant's surviving spouse and the Participant's spouse or former spouse who is an alternate payee under a QDRO.

(B) Rollover and Withholding Notice. At least 30 days and not more than 180 days prior to the Trustee's distribution of an eligible rollover distribution, the Administrative Services Provider must provide a written notice (including a summary notice as permitted under applicable Treasury regulations) explaining to the distributee the rollover option, the applicability of mandatory 20% federal withholding to any amount not directly rolled over, and the recipient's right to roll over within 60 days after the date of receipt of the distribution ("rollover notice").

(C) Non-spouse Beneficiary rollover right. A non-spouse Beneficiary who is a "designated beneficiary" under Code § 401(a)(9)(E) and the regulations thereunder, by a direct trustee-to-trustee transfer ("direct rollover"), may roll over all or any portion of his/her distribution to an individual retirement account the Beneficiary establishes for purposes of

receiving the distribution. In order to be able to roll over the distribution, the distribution otherwise must satisfy the definition of an eligible rollover distribution.

(1) Certain requirements not applicable.

Although a non-spouse Beneficiary may roll over directly a distribution, commencing with distributions after December 31, 2009, the distribution will be subject to the direct rollover requirements of Code § 401(a)(31) (including the automatic rollover provisions of Code § 401(a)(31)(B)), the notice requirements of Code § 402(f) and the mandatory withholding requirements of Code § 3405(c). If a non-spouse Beneficiary receives a distribution from the Plan, the distribution is not eligible for a "60-day" rollover.

(2) Trust Beneficiary. If the participant's named Beneficiary is a trust, the Plan may make a direct rollover to an individual retirement account on behalf of the trust, provided the trust satisfies the requirements to be a designated beneficiary within the meaning of Code § 401(a)(9)(E).

(3) Required minimum distributions not eligible for rollover. A non-spouse Beneficiary may not roll over an amount which is a required minimum distribution, as determined under applicable Treasury regulations and other Revenue Service guidance. If the participant dies before his/her required beginning date and the non-spouse Beneficiary rolls over to an IRA the maximum amount eligible for rollover, the Beneficiary may elect to use either the 5-year rule or the life expectancy rule, pursuant to Treas. Reg. § 1.401(a)(9)-3, A-4(c), in determining the required minimum distributions from the IRA that receives the non-spouse Beneficiary's distribution.

(D) Definitions. The following definitions apply to this Section:

(1) Eligible rollover distribution. An eligible rollover distribution is any distribution of all or any portion of a Participant's Account, except an eligible rollover distribution does not include: (a) any distribution which is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Participant or the joint lives (or joint life expectancies) of the Participant and the Participant's designated Beneficiary, or for a specified period of ten years or more; (b) any Code § 401(a)(9) required minimum distribution; (c) any unforeseeable emergency distribution; and (d) any distribution which otherwise would be an eligible rollover distribution, but where the total distributions to the Participant during that calendar year are reasonably expected to be less than \$200.

(2) Eligible retirement plan. An eligible retirement plan is an individual retirement account

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described in Code § 408(a), an individual retirement annuity described in Code § 408(b), an annuity plan described in Code § 403(a), a qualified plan described in Code § 401(a), an annuity contract (or custodial agreement) described in Code § 403(b), or an eligible deferred compensation plan described in Code § 457(b) and maintained by an Employer described in Code § 457(e)(1)(A), which accepts the Participant's, the Participant's spouse or alternate payee's eligible rollover distribution. For distributions made after December 31, 2007, a Participant or Beneficiary may elect to roll over directly an eligible rollover distribution to a Roth IRA described in Code § 408A(b).

(3) **Direct rollover.** A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

(4) **Mandatory distribution.** The Administrative Services Provider is directed to make a mandatory distribution, which is an eligible rollover distribution, without the Participant's consent provided that the Participant's Account is less than \$1,000. A distribution to a Beneficiary is not a mandatory distribution.

(5) **401(a)(31)(B) Effective Date.** The § 401(a)(31)(B) Effective Date is the date of the close of the first regular legislative session of the legislative body with the authority to amend the Plan that begins on or after January 1, 2006.

4.08 ELECTION TO DEDUCT FROM DISTRIBUTION. For distributions in taxable years beginning after December 31, 2006, an Eligible Retired Public Safety Officer may elect annually for that taxable year to have the Plan deduct an amount from a distribution which the Eligible Retired Public Safety Officer otherwise would receive and include in income. The plan will pay such deducted amounts directly to the provider as described in Section 4.08(A).

(A) **Direct payment.** The Plan will pay directly to the provider of the accident or health insurance plan or qualified long-term care insurance contract the amounts the Eligible Retired Public Safety Officer has elected to have deducted from the distribution. Such amounts may not exceed the lesser of \$3,000 or the amount the Participant paid for such taxable year for qualified healthcare premiums, and which otherwise complies with Code § 402(l).

(B) Definitions.

(1) **Eligible retired public safety officer.** An "Eligible Retired Public Safety Officer" is an individual who, by reason of disability or attainment of normal retirement age, has experienced a Severance from Employment as a Public Safety Officer with the Employer.

(2) **Public safety officer.** A "Public Safety Officer" has the same meaning as in § 1204(9)(A) of the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3796b(9)(A)).

(3) **Qualified health insurance premiums.** The term "qualified health insurance premiums" means premiums for coverage for the Eligible Retired Public Safety Officer, his/her spouse, and dependents, by an accident or health plan or qualified long-term care insurance contract (as defined in Code § 7702B(b)).

ARTICLE V ADMINISTRATIVE SERVICES PROVIDER - DUTIES

5.01 **TERM / VACANCY.** The Administrative Services Provider will serve until his/her successor is appointed. In case the Employer has not appointed a successor Administrative Services Provider, the Employer will exercise any and all duties of the Administrative Services Provider pending the filling of the vacancy.

5.02 **DUTIES.** The Administrative Services Provider will have the following duties:

- (a) To create administrative forms necessary for the proper and efficient administration of the Plan provided the forms are not inconsistent with the terms of the Plan;
- (b) To enforce the terms of the Plan and its procedures, including this document and such other documents related to the Plan's operation;
- (c) To make, at the direction of the Participant or Beneficiary or pursuant to Section 4.07(D)(4), distributions of an Account;
- (d) To review in accordance with the Plan's procedures respecting a claim for (or denial of a claim for) a benefit under the Plan;
- (e) To furnish the Employer with information which the Employer may require for tax or other purposes;
- (f) To make distributions on account of unforeseeable emergency in accordance with the Plan's procedures;
- (g) To accept Deferral Contributions, Employer Contributions, and Rollover Contributions;
- (h) To accept Transfers;

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(i) To accept Participant or, in the case of a deceased Participant, Beneficiary direction of investment;

(j) To comply with any reporting and disclosure rules applicable to the Plan;

(k) To make loans to Participants if elected by the Employer;

(l) To appoint agents to act for and in performing its third party administrative services to the Plan; and

(m) To undertake any other action the Administrative Services Provider deems reasonable or necessary to provide third party administrative services to the Plan.

5.03 LOANS TO PARTICIPANTS. The Employer may elect to permit the Administrative Services Provider and/or Trustee to make Plan loans to Participants by executing a participant loan program document with the Administrative Services Provider. Any loan by the Plan to a Participant shall be made in compliance with Code § 72(p). If Plan loans are permitted, the Administrative Services Provider, with the approval and direction of the Employer, may establish, amend or terminate from time to time, nondiscriminatory administrative procedures for administering loans. Such loan procedures must be a written document and must include: (1) the procedure for applying for a loan; (2) the criteria for approving or denying a loan; (3) the limitations, if any, on the types and amounts of loans available; and (4) the events constituting default and the steps the Plan will take to preserve Plan assets in the event of default. Any administrative procedures adopted under this Section 5.03 shall be construed as part of the Plan.

5.04 INDIVIDUAL ACCOUNTS / RECORDS. The Administrative Services Provider will maintain a separate Account in the name of each Participant to reflect the value of the Participant's Deferred Compensation under the Plan.

5.05 VALUE OF PARTICIPANT'S ACCOUNT. The value of each Participant's Account consists of his/her accumulated Deferred Compensation, as of the most recent Accounting Date or any later date as the Administrative Services Provider may determine.

5.06 ALLOCATION OF NET INCOME, GAIN OR LOSS. As of each Accounting Date (and each other valuation date determined under Section 5.04), the Administrative Services Provider will adjust Accounts to reflect net income, gain or loss, if any, since the last Accounting Date or Account valuation. The Administrative Services Provider will continue to allocate net income, gain and loss to a Participant's

Account subject to an installment distribution, until the Account is fully distributed.

5.07 ACCOUNT CHARGED The Administrative Services Provider will charge all distributions made to a Participant or to his/her Beneficiary, or transferred under Section 9.03 from his/her Account, against the Account of the Participant when made.

5.08 PARTICIPANT DIRECTION OF INVESTMENT. Subject to the terms and conditions required by the Administrative Services Provider and the Trustee, if any, a Participant will have the right to direct the investment or re-investment of the assets comprising the Participant's Account. The Administrative Services Provider will account separately for the Participant-directed Accounts. The Participant's right to direct investment does not give the Participant any vested interest or secured or preferred position with respect to assets over which he/she has investment responsibility.

5.09 VESTING / SUBSTANTIAL RISK OF FORFEITURE. Each Participant's Account will be immediately 100% vested.

5.10 PRESERVATION OF ELIGIBLE PLAN STATUS. The Employer may take any such necessary and appropriate action to preserve the status of the Plan as an Eligible 457 Plan.

5.11 LIMITED LIABILITY. The Employer will not be liable to pay plan benefits to a Participant in excess of the value of the Participant's Account as the Administrative Services Provider determines in accordance with the Plan terms. The Employer, the Administrative Services Provider, or the Trustee will not be liable for losses arising from depreciation or shrinkage in the value of any investments acquired under this Plan.

5.12 LOST PARTICIPANTS. If the Administrative Services Provider is unable to locate any Participant or Beneficiary whose Account becomes distributable (a "lost Participant"), the Administrative Services Provider will apply the provisions of this Section 5.12.

(A) Attempt to Locate. The Administrative Services Provider will attempt to locate a lost Participant and may use one or more of the following methods: (1) provide a distribution notice to the lost Participant at his/her last known address by certified or registered mail; (2) use the IRS letter forwarding program under Rev. Proc. 94-22; (3) use a commercial locator service, the internet or other general search method; (4) use the Social Security Administration or PBGC search program; or (5) use such other methods as the Administrative Services Provider believes prudent.

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(B) Failure to Locate. If a lost Participant is not located after 6 months following the date the Administrative Services Provider first attempts to locate the lost Participant using one or more of the methods described in Section 5.12(A), the Administrative Services Provider may employ the unclaimed property processes of the state of the lost Participant's last known address. Neither the Administrative Services Provider nor the Trustee shall be responsible for restoring the Account (including potential gains) if a lost Participant whose Account was deposited with a state later makes a claim for his/her Account.

(C) Nonexclusivity and Uniformity. The provisions of this Section 5.12 are intended to provide permissible but not exclusive means for the Administrative Services Provider to administer the Accounts of lost Participants. The Administrative Services Provider may utilize any other reasonable method to locate lost Participants and to administer the Accounts of lost Participants, including such methods as the Revenue Service or other regulatory agency may in the future specify. The Administrative Services Provider will apply Section 5.12 in a reasonable manner, but may in determining a specific course of action as to a particular Account, reasonably take into account differing circumstances such as the amount of a lost Participant's Account, the expense in attempting to locate a lost Participant, the Administrative Services Provider's ability to establish and the expense of establishing a rollover IRA, and other factors. The Administrative Services Provider may charge to the Account of a lost Participant the reasonable expenses incurred under this Section 5.12 and which are associated with the lost Participant's Account.

5.13 PLAN CORRECTION. The Administrative Services Provider, as directed by the Employer, may undertake such correction of Plan errors as the Employer deems necessary, including but not limited to correction to maintain the Plan's status as an "eligible deferred compensation plan" under the Code.

ARTICLE VI PARTICIPANT ADMINISTRATIVE PROVISIONS

6.01 BENEFICIARY DESIGNATION. A Participant from time to time may designate, in writing, any person(s) (including a trust or other entity), contingently or successively, to whom the Administrative Services Provider or Trustee will pay the Participant's Account (including any life insurance proceeds payable to the Participant's Account) in the event of death. A Participant also may designate the method of payment of his/her Account. The Administrative Services Provider will prescribe the form for the Participant's written designation of Beneficiary and, upon the Participant's

filing the form with the Administrative Services Provider, the form revokes all designations filed prior to that date by the same Participant. Provided the Administrative Services Provider has been provided reasonable notice thereof, a divorce decree, or a decree of legal separation, revokes the Participant's designation, if any, of his/her spouse as his/her Beneficiary under the Plan unless: (a) the decree or a QDRO provides otherwise; or (b) the Participant has re-designated his/her former spouse as Beneficiary following the date of the divorce decree, or other decree of legal separation. The foregoing revocation provision (if applicable) applies only with respect to a Participant whose divorce or legal separation becomes effective on or following the date the Employer executes the Plan.

6.02 NO BENEFICIARY DESIGNATION. If a Participant fails to name a Beneficiary in accordance with Section 6.01, or if the Beneficiary named by a Participant predeceases the Participant, then the Administrative Services Provider will pay the Participant's remaining Account to the Participant's estate.

If the Beneficiary survives the Participant, but dies prior to distribution of the Participant's entire Account, the Trustee will pay the remaining Account to the Beneficiary's estate unless: (1) the Participant's Beneficiary designation provides otherwise; or (2) the Beneficiary has properly designated a Beneficiary. A Beneficiary only may designate a Beneficiary for the Participant's Account Balance remaining at the Beneficiary's death, and the Beneficiary's designation otherwise complies with the Plan terms. The Administrative Services Provider will direct a Trustee if applicable as to the method and to whom the Trustee will make payment under this Section 6.02.

6.03 PARTICIPATION AGREEMENT.

(A) General. A Participant must elect to make Salary Reduction Contributions on a Participation Agreement form the Administrative Services Provider provides for this purpose. The Participation Agreement must be consistent with the procedures of the Administrative Services Provider. The Participation Agreement may impose such other terms and limitations as the Employer or Administrative Services Provider may determine.

(B) Election Timing. A Participation Agreement may not take effect earlier than the first day of the calendar month following the date the Participant executes the Participation Agreement and as to Compensation paid or made available in such calendar month. However, if an Employee is eligible to become a Participant during the Employee's calendar month of hire, the Employee may execute a Participation Agreement on or before the date he/she

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becomes an Employee, effective for the month in which he/she becomes an Employee.

(C) Sick, Vacation and Back Pay. If the Employer adopts a policy that permits Participants to make Salary Reduction Contributions from accumulated sick pay, from accumulated vacation pay or from back pay, a Participant who will incur a Severance from Employment may execute a Participation Agreement before such amounts are paid or made available provided: (i) such amounts are paid or made available before the Participant incurs the Severance; and (ii) the Participant is an Employee in that month.

(D) Modification of Participation Agreement. A Participation Agreement remains in effect until a Participant modifies it or ceases to be eligible to participate in the Plan. A Participant may modify his/her Participation Agreement by executing a new Participation Agreement. Any modification will become effective no earlier than the beginning of the calendar month commencing after the date the Participant executes the new Participation Agreement. Filing a new Participation Agreement will revoke all Participation Agreements filed prior to that date. The Employer or Administrative Services Provider may restrict the Participant's right to modify his/her Participation Agreement in any Taxable Year.

6.04 PERSONAL DATA TO ADMINISTRATIVE SERVICES PROVIDER. Each Participant and each Beneficiary of a deceased Participant must furnish to the Administrative Services Provider such evidence, data or information as the Administrative Services Provider considers necessary or desirable for the purpose of administering the Plan. The provisions of this Plan are effective for the benefit of each Participant upon the condition precedent that each Participant will furnish promptly full, true and complete evidence, data and information when requested by the Administrative Services Provider, provided the Administrative Services Provider advises each Participant of the effect of his failure to comply with its request.

6.05 ADDRESS FOR NOTIFICATION. Each Participant and each Beneficiary of a deceased Participant must file with the Administrative Services Provider from time to time, in writing, his/her address and any change of address. Any communication, statement or notice addressed to a Participant, or Beneficiary, at his/her last address filed with the Administrative Services Provider, or as shown on the records of the Employer, binds the Participant, or Beneficiary, for all purposes of this Plan.

6.06 PARTICIPANT OR BENEFICIARY INCAPACITATED. If evidence is submitted to the Administrative Services Provider which supports an opinion that a Participant or Beneficiary entitled to a

Plan distribution is not able to care for his/her affairs because of a mental condition, a physical condition, or by reason of age, the Administrative Services Provider or the Trustee may make the distribution to the Participant's or Beneficiary's guardian, conservator, trustee, custodian (including under a Uniform Transfers or Gifts to Minors Act) or to his/her attorney-in-fact or to other legal representative upon furnishing evidence of such status satisfactory to the Administrative Services Provider and to the Trustee. The Administrative Services Provider and the Trustee do not have any liability with respect to payments so made and neither the Administrative Services Provider nor the Trustee has any duty to make inquiry as to the competence of any person entitled to receive payments under the Plan.

**ARTICLE VII
MISCELLANEOUS**

7.01 NO ASSIGNMENT OR ALIENATION. A Participant or Beneficiary does not have the right to commute, sell, assign, pledge, transfer or otherwise convey or encumber the right to receive any payments under the Plan or Trust and the Administrative Services Provider and the Trustee will not recognize any such anticipation, assignment, or alienation. The payments and the rights under this Plan are non-assignable and nontransferable. Subject to Section 8.15, a Participant's or Beneficiary's interest in the Trust is not subject to attachment, garnishment, levy, execution or other legal or equitable process.

7.02 EFFECT ON OTHER PLANS. This Plan does not affect benefits under any other retirement, pension, or benefit plan or system established for the benefit of the Employer's Employees, and participation under this Plan does not affect benefits receivable under any such plan or system, except to the extent provided in such plan or system.

7.03 WORD USAGE. Words used in the masculine will apply to the feminine where applicable, and wherever the context of the Plan dictates, the plural will be read as the singular and the singular as the plural.

7.04 STATE LAW. The laws of the state of the Employer's principal place of business will determine all questions arising with respect to the provisions of this Prototype Plan, except to the extent Federal law supersedes State law.

7.05 EMPLOYMENT NOT GUARANTEED. Nothing contained in this Plan, or any modification or amendment to the Plan, or in the creation of any Account, or the payment of any benefit, gives any Employee, Participant or Beneficiary any right to continue employment, any legal or equitable right against the Employer, the

457 Governmental Plan and Trust

Administrative Services Provider, the Trustee, any other Employee of the Employer, or any agents thereof except as expressly provided by the Plan.

7.06 NOTICE, DESIGNATION, ELECTION, CONSENT AND WAIVER. All notices under the Plan and all Participant or Beneficiary designations, elections, consents or waivers must be in writing and made in a form acceptable to the Administrative Services Provider. To the extent permitted by Treasury regulations or other applicable guidance, any Plan notice, election, consent or waiver may be transmitted electronically. Any person entitled to notice under the Plan may waive the notice or shorten the notice period except as otherwise required by the Code.

7.07 LIMITATIONS ON TRANSFERS AND EXCHANGES. The Employer and the Administrative Services Provider may adopt procedures to govern Participant elections and directions concerning a Participant's, Beneficiary's, or Alternate Payee's investment specifications and may impose limitations on transfers and exchanges from one investment option with the Plan to another. These procedures shall be in addition to any established by investment providers to the Plan. The Employer and the Administrative Services Provider may decline to implement any investment instructions for a Participant, Beneficiary, or Alternate Payee where either deems appropriate.

7.08 EMPLOYER RESPONSIBILITY FOR DISTRIBUTION OF PLAN RELATED INFORMATION. The Employer will distribute all Plan related amendments, restated plan documents, and deferred compensation plan tax related documentation to the Administrative Service Providers when there are multiple Administrative Service Providers of the Plan.

7.09 USE OF PLAN ASSETS THAT ARE NOT ATTRIBUTABLE TO AN ACCOUNT. If the Plan receives money that is not attributable to an Account, then the Employer will direct the Administrative Services Provider as to the use of these amounts. Examples include, but are not limited to, money received by the Plan as part of a settlement, litigation award or fee reimbursement. The Employer may use these amounts to offset Plan expenses or may allocate these amounts to Participants or as it deems appropriate

ARTICLE VIII TRUST PROVISIONS

8.01 APPLICATION. The provisions of this Article VIII apply only if the Employer has not elected to substitute another trust, custodial accounts or annuity contracts in lieu of the Trust established under this Article VIII.

8.02 ACCEPTANCE / HOLDING. The Trustee accepts the Trust created under the Plan and agrees to perform the duties and obligations imposed. The Trustee must hold in trust under this Article VIII, all Deferred Compensation until paid in accordance with the Plan terms.

8.03 RECEIPT OF CONTRIBUTIONS. The Trustee is accountable to the Employer for the funds contributed to it by the Employer or the Administrative Services Provider, but the Trustee does not have any duty to see that the contributions received comply with the provisions of the Plan.

8.04 FULL INVESTMENT POWERS. The Trustee is authorized and empowered, but not by way of limitation, to exercise and perform the following duties:

(a) To invest any part or all of the Trust in any common or preferred stocks, open-end or closed-end mutual funds, put and call options traded on a national exchange, United States retirement plan bonds, corporate bonds, debentures, convertible debentures, commercial paper, U. S. Treasury bills, U. S. Treasury notes and other direct or indirect obligations of the United States Government or its agencies, improved or unimproved real estate situated in the United States, limited partnerships, insurance contracts of any type, mortgages, notes or other property of any kind, real or personal, and to buy or sell options on common stock on a nationally recognized options exchange with or without holding the underlying common stock, as a prudent person would do under like circumstances. Any investment made or retained by the Trustee in good faith will be proper but must be of a kind constituting a diversification considered by law suitable for trust investments;

(b) To retain in cash so much of the Trust as it may deem advisable to satisfy liquidity needs of the Plan and to deposit any cash held in the Trust in a bank account at reasonable interest;

(c) To invest, if the Trustee is a bank or similar financial institution supervised by the United States or by a State, in any type of deposit of the Trustee (or a bank related to the Trustee within the meaning of Code §414(b)) at a reasonable rate of interest or in a common trust fund as described in Code §584, or in a collective investment fund, the provisions of which the Trust incorporates by this reference, which the Trustee (or its affiliate, as defined in Code §1504) maintains exclusively for the collective investment of money contributed by the bank (or its affiliate) in its capacity as Trustee and which conforms to the rules of the Comptroller of the Currency;

457 Governmental Plan and Trust

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

(e) To credit and distribute the Trust as directed by the Administrative Services Provider of the Plan. The Trustee will not be obliged to inquire as to whether any payee or distributee is entitled to any payment or whether the distribution is proper or within the terms of the Plan, or as to the manner of making any payment or distribution. The Trustee will be accountable only to the Administrative Services Provider for any payment or distribution made by it in good faith on the order or direction of the Administrative Services Provider;

(f) To borrow money, to assume indebtedness, extend mortgages and encumber by mortgage or pledge;

(g) To compromise, contest, arbitrate or abandon claims and demands;

(h) To have with respect to the Trust all of the rights of an individual owner, including the power to exercise any and all voting rights associated with Trust assets, to give proxies, to participate in any voting trusts, mergers, consolidations or liquidations, to tender shares and to exercise or sell stock subscriptions or conversion rights;

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

(j) To hold any securities or other property in the name of the Trustee or its nominee, with depositories or agent depositories or in another form as it may deem best, with or without disclosing the trust relationship;

(k) To perform any and all other acts in its judgment necessary or appropriate for the proper and advantageous management, investment and distribution of the Trust;

(l) To retain any funds or property subject to any dispute without liability for the payment of interest, and to decline to make payment or delivery of the funds or property until a court of competent jurisdiction makes a final adjudication;

(m) To file all tax returns required of the Trustee;

(n) To furnish to the Employer and the Administrative Services Provider an annual statement of account showing the condition of the Trust and all investments, receipts, disbursements and other transactions effected by the Trustee during the Plan Year covered by the statement and also stating the assets of the Trust held at the end of the Plan Year, which accounts will be conclusive on all persons, including the Employer and the Administrative Services Provider, except as to any act or transaction concerning which the Employer or the Administrative Services Provider files with the Trustee written exceptions or objections within 90 days after the receipt of the accounts; and

(o) To begin, maintain or defend any litigation necessary in connection with the administration of the Trust, except that the Trustee will not be obliged or required to do so unless

8.05 RECORDS AND STATEMENTS. The records of the Trustee pertaining to the Trust will be open to the inspection of the Employer at all reasonable times and may be audited from time to time by any person or persons as the Employer may specify in writing. The Trustee will furnish the Administrative Services Provider whatever information relating to the Trust the Administrative Services Provider considers necessary.

8.06 FEES AND EXPENSES FROM FUND. The Trustee will receive reasonable annual compensation in accordance with its fee schedule as published from time to time. The Trustee will pay from the Trust all fees and expenses the Trustee reasonably incurs in its administration of the Trust, unless the Employer pays the fees and expenses.

8.07 PROFESSIONAL AGENTS. The Trustee may employ and pay from the Trust reasonable compensation to agents, attorneys, accountants and other persons to advise the Trustee as in its opinion may be necessary. The Trustee may delegate to any agent, attorney, accountant or other person selected by it any non-Trustee power or duty vested in it by the Trust, and the Trustee may act or refrain from acting on the advice or opinion of any agent, attorney, accountant or other person so selected.

8.08 DISTRIBUTION OF CASH OR PROPERTY. The Trustee may make distribution under the Plan in cash or property, or partly in each, at its fair market value as determined by the Trustee.

8.09 RESIGNATION AND REMOVAL. The Trustee or the Custodian may resign its position by giving written notice to the Employer and to the Administrative Services Provider. The Trustee's notice must specify the effective date of the Trustee's resignation, which date must be at least 30 days

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following the date of the Trustee's notice, unless the Employer consents in writing to shorter notice.

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

8.10 SUCCESSOR TRUSTEE.

(A) Appointment. In the event of the resignation or the removal of a Trustee, where no other Trustee continues to service, the Employer must appoint a successor Trustee if it intends to continue the Plan. If two or more persons hold the position of Trustee, in the event of the removal of one such person, during any period the selection of a replacement is pending, or during any period such person is unable to serve for any reason, the remaining person or persons will act as the Trustee. If the Employer fails to appoint a successor Trustee as of the effective date of the Trustee resignation or removal and no other Trustee remains, the Trustee will treat the Employer as having appointed itself as Trustee and as having filed the Employer's acceptance of appointment as successor Trustee with the former Trustee.

(B) Automatic Successor. Any corporation which succeeds to the trust business of the Trustee, or results from any merger or consolidation to which the Trustee is a party, or is the transferee of substantially all the Trustee's assets, will be the successor to the Trustee under this Trust. The successor Trustee will possess all rights, duties and powers under this Trust as if the successor Trustee were the original Trustee. Neither the Trustee nor the successor Trustee need provide notice to any interested person of any transaction resulting in a successor Trustee. The successor Trustee need not file or execute any additional instrument or perform any additional act to become successor Trustee.

8.11 VALUATION OF TRUST. The Trustee will value the Trust as of each Accounting Date to determine the fair market value of the Trust assets. The Trustee will value the Trust on such other date(s) the Administrative Services Provider may direct.

8.12 PARTICIPANT DIRECTION OF INVESTMENT. Consistent with the Administrative Services Provider's policy adopted under Section 5.02(i), the Trustee may consent in writing to permit Participants in the Plan to direct the investment to the Trust assets. The Administrative Services Provider will advise the Trustee of the portion of the Trust credited to each Participant's Account under the Plan, and subject to such Participant direction. As a condition of Participant direction, the Trustee may

impose such conditions, limitations and other provisions as the Trustee may deem appropriate and as are consistent with the Administrative Services Provider's policy. The Trustee will report to the Administrative Services Provider the net income, gain or losses incurred by each Participant directed Account separately from the net income, gain or losses incurred by the general Trust during the Trust Year.

8.13 THIRD PARTY RELIANCE. No person dealing with the Trustee will be obliged to see to the proper application of any money paid or property delivered to the Trustee, or to inquire whether the Trustee has acted pursuant to any of the terms of the Trust. Each person dealing with the Trustee may act upon any notice, request or representation in writing by the Trustee, or by the Trustee's duly authorized agent, and will not be liable to any person whomsoever in so doing. The certificate of the Trustee that it is acting in accordance with the Trust will be conclusive in favor of any person relying on the certificate.

8.14 INVALIDITY OF ANY TRUST PROVISION. If any clause or provision of this Article VIII proves to be or is adjudged to be invalid or void for any reason, such void or invalid clause or provision will not affect any of the other provisions of this Article VIII and the balance of the Trust provisions will remain operative.

8.15 EXCLUSIVE BENEFIT. The Trustee will hold all the assets of the Trust for the exclusive benefit of the Participants and their Beneficiaries and neither the Employer nor the Trustee will use or divert any part of the corpus or income of the Trust for purposes other than the exclusive benefit of the Participants and Beneficiaries of the Plan. The Employer will not have any right to the assets held by the Trustee and the Trust assets will not be subject to the claims of the Employer's creditors or, except as provided in Section 4.06, of the creditors of any Participant or Beneficiary. No Participant or Beneficiary shall have any right to sell, assign, transfer or otherwise convey his/her Account or any interest in his/her Deferred Compensation. Notwithstanding the foregoing, the Administrative Services Provider may pay from a Participant's or Beneficiary's Account the amount the Administrative Services Provider finds is lawfully demanded under a levy issued by the Internal Revenue Service with respect to that Participant or Beneficiary or is sought to be collected by the United States Government under a judgment resulting from an unpaid tax assessment against the Participant or Beneficiary. The Trust created under the Employer's Plan is irrevocable and its assets will not inure to the benefit of the Employer.

8.16 SUBSTITUTION OF CUSTODIAL ACCOUNT OR ANNUITY CONTRACT. The

457 Governmental Plan and Trust

Employer may elect to use one or more custodial accounts or annuity contracts in lieu of or in addition to the Trust established in this Article VIII. Any such custodial account or annuity contract must satisfy the requirements of Code §457(g)(3) and applicable Treasury regulations.

8.17 GROUP TRUST AUTHORITY. Notwithstanding any contrary provision in this Plan, the Trustee may, unless restricted in writing by the Administrative Services Provider, transfer assets of the plan to a group trust that is operated or maintained exclusively for the commingling and collective investment of monies provided that the funds in the group trust consist exclusively of trust assets held under plans qualified under Code section 401(a), individual retirement accounts that are exempt under Code section 408(e), and eligible governmental plans that meets the requirements of Code section 457(b). For this purpose, a trust includes a custodial account that is treated as a trust under Code section 401(f) or under Code section 457(g)(3). For purposes of valuation, the value of the interest maintained by the Plan in such group trust shall be the fair market value of the portion of the group trust held for Plan, determined in accordance with generally recognized valuation procedures.

ARTICLE IX AMENDMENT, TERMINATION, TRANSFERS

9.01 AMENDMENT BY EMPLOYER / SPONSOR. The Employer has the right at any time and from time to time:

(a) To amend this Plan and Trust Agreement in any manner it deems necessary or advisable in order to continue the status of this Plan as an Eligible 457 Plan; and

(b) To amend this Plan and Trust Agreement in any other manner, including deletion, substitution or modification of any Plan or Trust.

The Employer must make all amendments in writing. The Employer may amend the Plan by addenda, by separate amendment, or by restatement of the Plan. Each amendment must state the date to which it is either retroactively or prospectively effective. The Employer also may not make any amendment that affects the rights, duties or responsibilities of the Trustee or the Administrative Services Provider without the written consent of the affected Trustee or the Administrative Services Provider.

The Employer will accept amendments from the Administrative Services Provider (including adoption of a substitute Plan and Trust) without being required to re-execute the Plan, provided that the

amendments are necessary to continue the Plan as an Eligible 457 Plan.

9.02 TERMINATION / FREEZING OF PLAN. The Employer has the right, at any time, to terminate this Plan or to cease (freeze) further Deferral Contributions to the Plan. Upon termination or freezing of the Plan, the provisions of the Plan (other than provisions permitting continued Deferral Contributions) remain operative until distribution of all Accounts. Upon Plan termination, the Administrative Services Provider or Trustee shall distribute to Participants and Beneficiaries all Deferred Compensation as soon as is reasonably practicable following termination.

9.03 TRANSFERS. The Plan: (a) may accept a Transfer of a Participant's Account in another employer's Eligible 457 Plan; or (b) may Transfer a Participant's (or Beneficiary's) Account in this Plan to the another employer's Eligible 457 Plan. The other plan involved in the Transfer must provide for Transfers. The Participant or Beneficiary, after the Transfer will have Deferred Compensation in the recipient plan at least equal to his/her Deferred Compensation in the transferring plan immediately before the Transfer. Any Transfer also must comply with applicable Treasury regulations, and in particular Treas. Reg. §§1.457-10(b)(2) as to post-severance transfers between Eligible 457 Plans; 1.457-10(b)(3) as to transfers of all assets between Eligible 457 Plans; and 1.457-10(b)(4) as to transfers between Eligible 457 Plans of the same Employer. The Administrative Services Provider will credit any Transfer accepted under this Section 9.03 to the Participant's Account and will treat the transferred amount as a Deferral Contribution for all purposes of this Plan except such Transfer will not be treated as a Deferral Contribution subject to the limitations of Article III. The Plan's Transfer of any Participant's or Beneficiary's Account under this Section 9.03 completely discharges the Employer, the Administrative Services Provider, the Trustee and the Plan from any liability to the Participant or Beneficiary for any Plan benefits.

9.04 PURCHASE OF PERMISSIVE SERVICE CREDIT. A Participant, prior to otherwise incurring a distributable event under Article IV, may direct the Trustee to transfer (as of January 1, 2002, or later) all or a portion of his/her Account to a governmental defined benefit plan (under Code §414(d)) for: (a) the purchase of permissive service credit (under Code §415(n)(3)(A)) under such plan, or (b) the repayment of contributions and earnings previously refunded with respect to a forfeiture of service credited under the plan (or under another governmental plan within the same State) to which Code §415 does not apply by reason of Code §415(k)(3).

457 Governmental Plan and Trust

IN WITNESS WHEREOF, the undersigned has executed this Plan and Trust to become effective the ____ day of _____, 20__ for the:

(Plan Name)

By: _____
(signature)

(printed name)

(title/role)

**Nationwide®
Retirement Solutions**

a Nationwide Financial® company


Plan Sponsor Signature Page

My signature below represents that I have the authority of my Employer to act on behalf of the plan. I acknowledge receipt of a copy of the Certificate of Participation and Disclosure Document (Certificate). I understand that the Certificate replaces prior versions. I have read and understand the Certificate and will contact my Nationwide representative if I have any questions or concerns. In addition, my Employer's plan makes the following selections:

Plan Document — My Employer's plan has formally adopted the Plan Document, effective January 1, 2011, and directs Nationwide to administer in accordance with its terms. I understand that the Plan Document provides that Nationwide may propose future amendments to this plan and outlines a process by which my Employer may file objections. I acknowledge that any future amendments to this Plan Document, to which my Employer has not objected, will be deemed adopted with my consent and at my direction. I certify that the signature will apply to all plan(s) listed below.

If your Employer does not wish to adopt the Plan Document, please check the box below. A Nationwide representative will contact you to obtain additional information regarding the plan document applicable to your Employer's plan.

☐ I do NOT wish to adopt the Plan Document.


Name of authorized signer

3/25/2011
Date

Kathleen L. Hampton
Printed name of signer

Research & Dev. Authority of Leon County
Entity Name

0023598001
Entity #

**RETURN THIS PAGE VIA FAX WITH YOUR SIGNATURE TO
NATIONWIDE AT 1-877-677-4329.**

Or, please send this self-addressed signature page via mail.

Leon County R&D Authority

Ron Miller, Executive Director
2021 DRAFT Evaluation Summary:
08/25/2020 to 08/30/2021

- 5 – Excellent (almost always exceeds expectations and performs at very high standard)
4 – Above average (generally exceed performance expectations)
3 – Satisfactory (meets performance expectations)
2 – Below average (generally does not meet performance expectations)
1 – Unsatisfactory (almost always fails to meet minimum performance expectations).
Blank – Not rated

Question	#	Category
	1	PROFESSIONAL SKILLS AND STATUS
1	a.	Knowledgeable of current developments affecting the management field and affecting research parks.
2	b.	Respected in management profession.
3	c.	Has a capacity for and encourages innovation.
4	d.	Anticipates problems and develops effective approaches for solving them.
5	e.	Willing to try new ideas proposed by Board Members or staff.
6	f.	Interacts with the Board in a direct and straightforward manner.
7	g.	Skillful with the news media, avoiding political positions and partisanship.
	2	RELATIONS WITH BOARD OF GOVERNORS
8	a.	Carries out directives of the Board as a whole rather than those of any one Board member.
9	b.	Assists the Board on resolving problems at the administrative level to avoid unnecessary Board action.
10	c.	Assists the Board in establishing policy, while acknowledging the ultimate authority of the Board.
11	d.	Responds to requests for information or assistance by the Board.
	3	POLICY EXECUTION
12	a.	Implements Board action in accordance with the intent of the Board.
13	b.	Supports the actions of the Board after a decision has been reached, both inside and outside the organization.
14	c.	Enforces Authority policies.
15	d.	Understands relevant State & County laws and ordinances.
16	e.	Reviews Authority procedures periodically to suggest improvements to their effectiveness.
17	f.	Offers workable alternatives to the Board for changes in policies when a policy proves impractical in actual administration.
	4	REPORTING
18	a.	Provides the Board with reports concerning matters of importance to the Authority.
19	b.	Reports are accurate, comprehensive and produced in a timely manner.
20	c.	Reports are generally produced through own initiative rather than when requested by the Board.

Leon County R&D Authority

Ron Miller, Executive Director
2021 DRAFT Evaluation Summary:
08/25/2020 to 08/30/2021

Question	#	Category
21	d.	Prepares a sound agenda which prevents trivial administrative matters from being reviewed by the Board.
22	e.	Produces and handles reports in a way to convey the message that affairs of the organization are open to public scrutiny.
	5	TENANT RELATIONS
23	a.	Responsive to complaints from tenants.
24	b.	Demonstrates a dedication to service to the Park community and its Tenants.
25	c.	Has the capacity to listen to others and to recognize their interests.
26	d.	Willing to meet with members of the Park community to discuss their real concerns.
	6	STAFFING
27	a.	Recruits and retains competent personnel for Authority positions.
28	b.	Aware of staff weaknesses and works to improve their performance.
29	c.	Accurately informed and concerned about employee relations.
30	d.	Professionally manages the compensation and benefits plan.
31	e.	Promotes training and development opportunities for employees at all levels of the organization.
	7	SUPERVISION
32	a.	Instills confidence and initiative in subordinates and emphasizes support rather than restrictive controls.
33	b.	Has developed a friendly and informal relationship with the work force as a whole, yet maintains the prestige and dignity of the Authority.
34	c.	Evaluates personnel periodically, and points out weaknesses and strengths.
35	d.	Encourages teamwork, innovation, and effective problem-solving among the staff members.
	8	FISCAL MANAGEMENT
36	a.	Prepares a fiscally responsible budget to provide services at a level directed by the Board.
37	b.	Makes the best possible use of available funds, conscious of the need to operate the Authority efficiently and effectively.
38	c.	Prepared budget is in an intelligent but readable format.
39	d.	Possesses awareness of the importance of financial planning and control.
40	e.	Appropriately monitors and manages the fiscal activities of the organization.
	9	STRATEGIC PARTNERSHIPS AND COMMUNITY
41	a.	Cooperates with other community organizations.
42	b.	Cooperates with the City, State, and Federal governments.
43	c.	Cooperates with strategic partners, such as Florida State University, Florida A&M University, Tallahassee Community College, the Chamber of Commerce, and the Economic Development Council.
44	d.	Avoids unnecessary controversy.

Leon County R&D Authority

Ron Miller, Executive Director
2021 DRAFT Evaluation Summary:
08/25/2020 to 08/30/2021

Question	#	Category
45	e.	Helps the Board address future needs and develop adequate plans to address long term trends.
	10	GOAL ACHIEVEMENT (degree to which each goal was achieved)
46	a.	Incubation and entrepreneurship development
47	b.	Asset maximization and readiness
48	c.	Attract at least 1 new targeted private companies to expand/relocate to Innovation Park
49	d.	Develop new partnerships and collaborations and strengthen current parnter relations
50	e.	Identify and pursue new revenue opportunities which align with the mission of the park and support strategic initiatives

AURP Salary Survey 2021

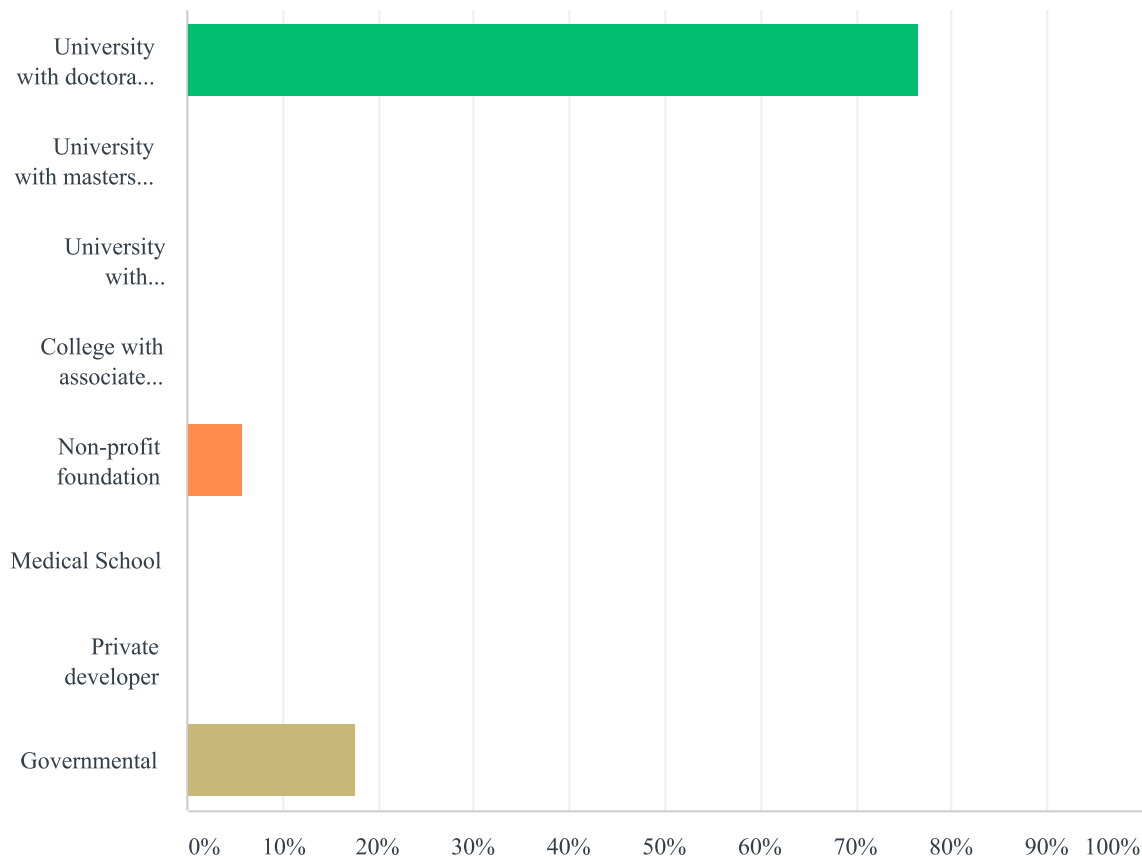
QUESTION SUMMARIES

DATA TRENDS

All Pages

What type of entity is your employer?

Answered: 17 Skipped: 0



ANSWER CHOICES

RESPONSES

University with doctoral degrees or associated university foundation	76.47%	13
University with masters degrees or associated university foundation	0.00%	0
University with baccalaureate degrees or associated university foundation	0.00%	0

Total Respondents: 17

ANSWER CHOICES

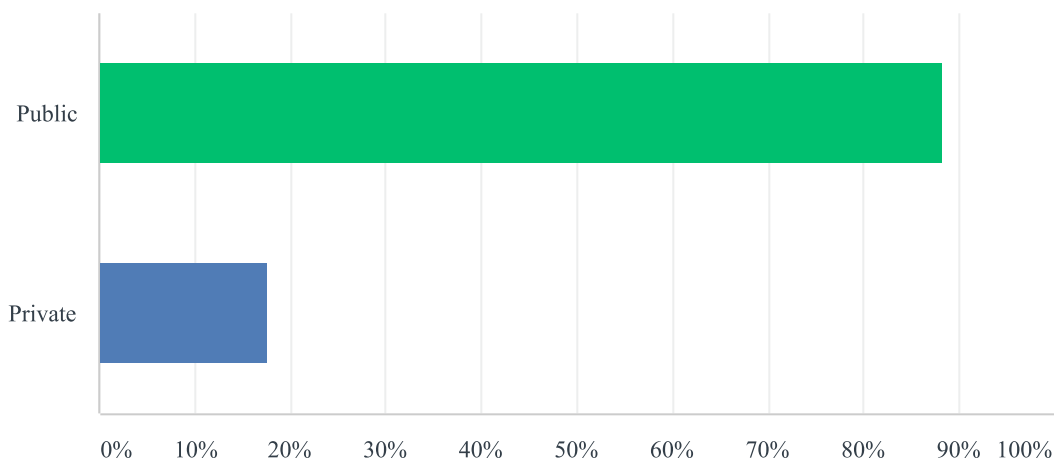
RESPONSES

College with associate degrees or associated college foundation	0.00%	0
Non-profit foundation	5.88%	1
Medical School	0.00%	0
Private developer	0.00%	0
Governmental	17.65%	3

Total Respondents: 17

If your park is affiliated with a university, is this university public or private?

Answered: 17 Skipped: 0



ANSWER CHOICES

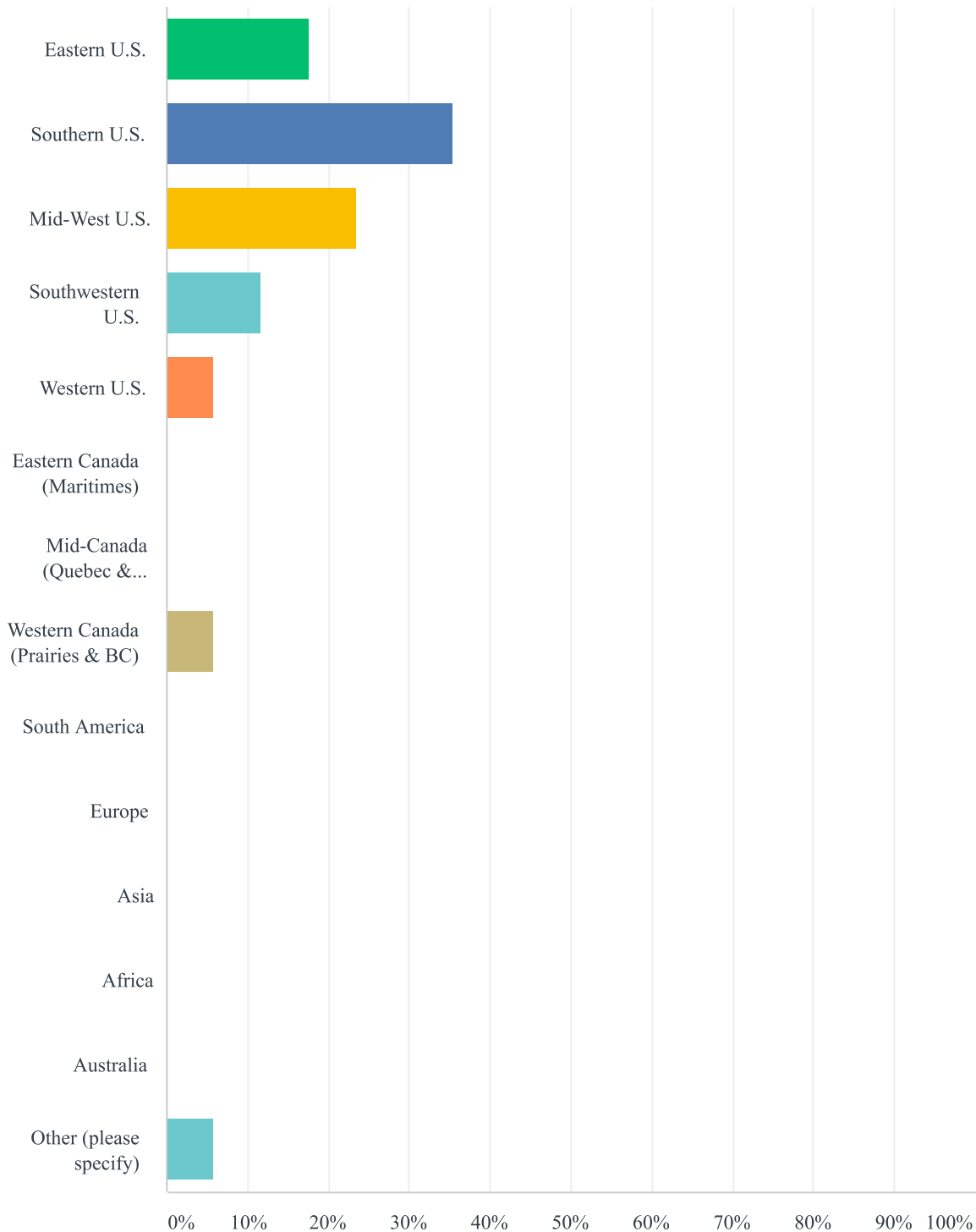
RESPONSES

Public	88.24%	15
Private	17.65%	3

Total Respondents: 17

In what geographic area is your park located?

Answered: 17 Skipped: 0



ANSWER CHOICES	RESPONSES	
Eastern U.S.	17.65%	3
Southern U.S.	35.29%	6
Mid-West U.S.	23.53%	4
Southwestern U.S.	11.76%	2

Total Respondents: 17

ANSWER CHOICES

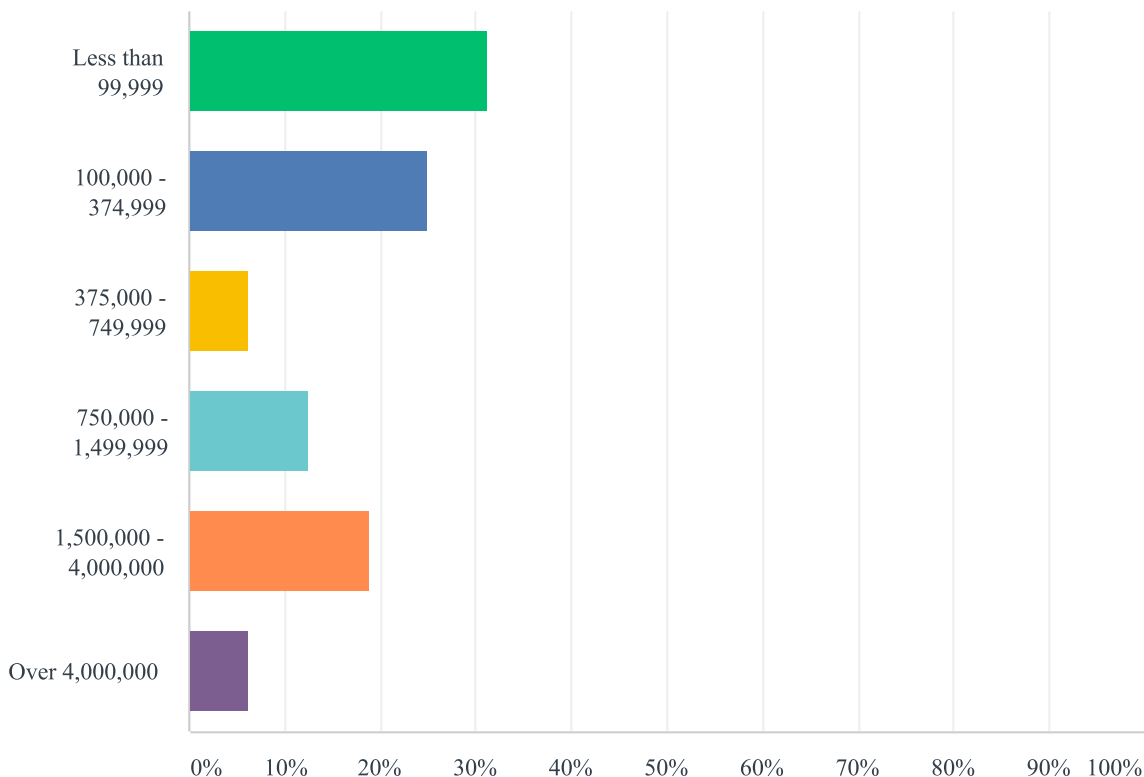
RESPONSES

Western U.S.	5.88%	1
Eastern Canada (Maritimes)	0.00%	0
Mid-Canada (Quebec & Ontario)	0.00%	0
Western Canada (Prairies & BC)	5.88%	1
South America	0.00%	0
Europe	0.00%	0
Asia	0.00%	0
Africa	0.00%	0
Australia	0.00%	0
Other (please specify)	Responses 5.88%	1

Total Respondents: 17

What is the population size of your community?

Answered: 16 Skipped: 1



ANSWER CHOICES

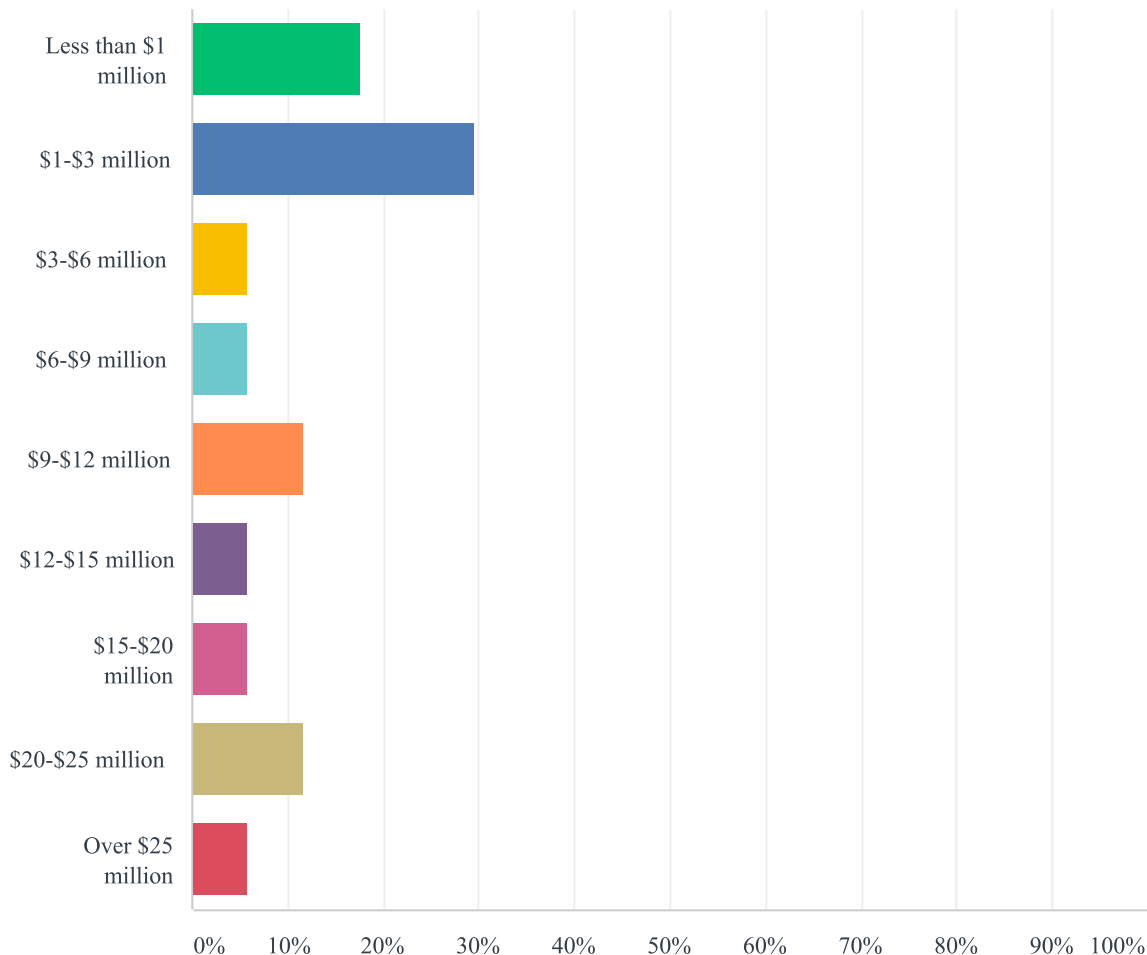
RESPONSES

Less than 99,999	31.25%	5
100,000 - 374,999	25.00%	4
375,000 - 749,999	6.25%	1
750,000 - 1,499,999	12.50%	2
1,500,000 - 4,000,000	18.75%	3
Over 4,000,000	6.25%	1

Total Respondents: 16

What is the size of your annual park operating budget in U.S. dollars?

Answered: 17 Skipped: 0



ANSWER CHOICES

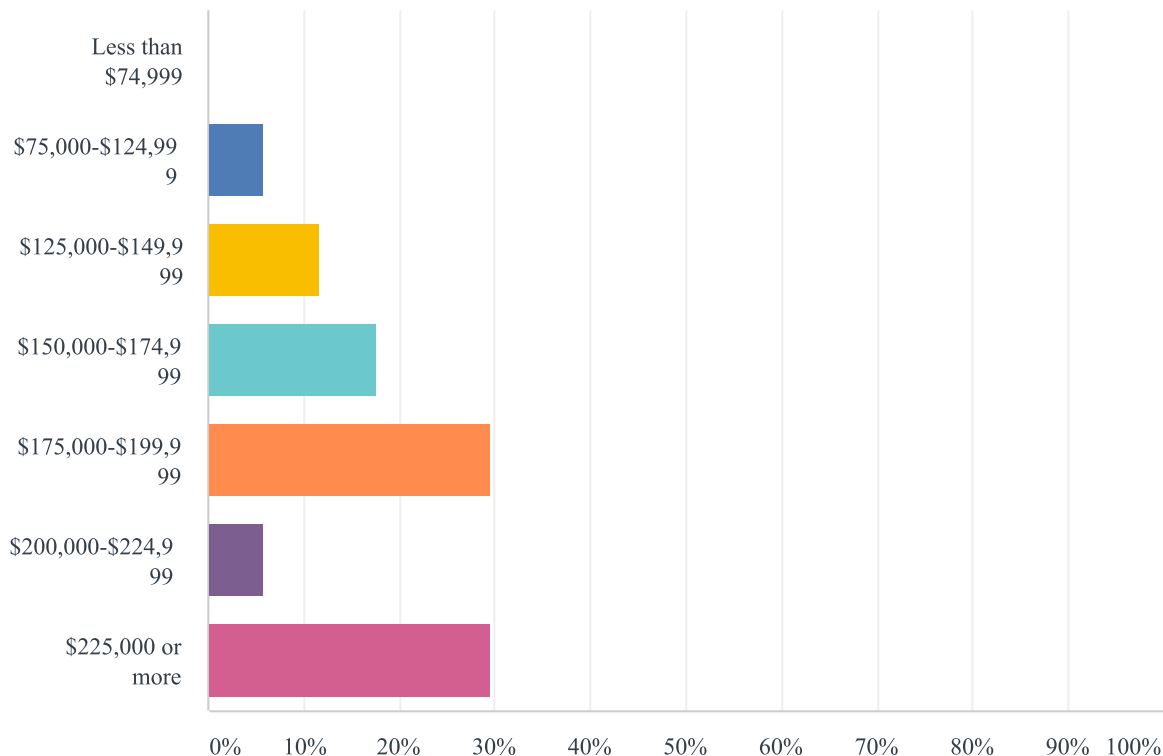
RESPONSES

Less than \$1 million	17.65%	3
\$1-\$3 million	29.41%	5
\$3-\$6 million	5.88%	1
\$6-\$9 million	5.88%	1
\$9-\$12 million	11.76%	2
\$12-\$15 million	5.88%	1
\$15-\$20 million	5.88%	1
\$20-\$25 million	11.76%	2
Over \$25 million	5.88%	1

Total Respondents: 17

What is the base annual salary level for the senior person responsible for the park? (all amounts in U.S. dollars)

Answered: 17 Skipped: 0



ANSWER CHOICES

RESPONSES

Less than \$74,999	0.00%	0
\$75,000-\$124,999	5.88%	1
\$125,000-\$149,999	11.76%	2
\$150,000-\$174,999	17.65%	3
\$175,000-\$199,999	29.41%	5
\$200,000-\$224,999	5.88%	1
\$225,000 or more	29.41%	5

Total Respondents: 17

Is the park executive director/CEO compensated by incentive pay based on results in some form? This may include bonus pay for new company locations, or pay for the completion of strategic initiatives, etc. Please describe how this is handled at your park.

Answered: 14 Skipped: 3

No

3/17/2021 12:31 PM

Up to 15% incentive based on prescribed and agreed upon financial and mandate specific metrics.

3/17/2021 11:15 AM

Bonus on a discretionary basis by the governing board.

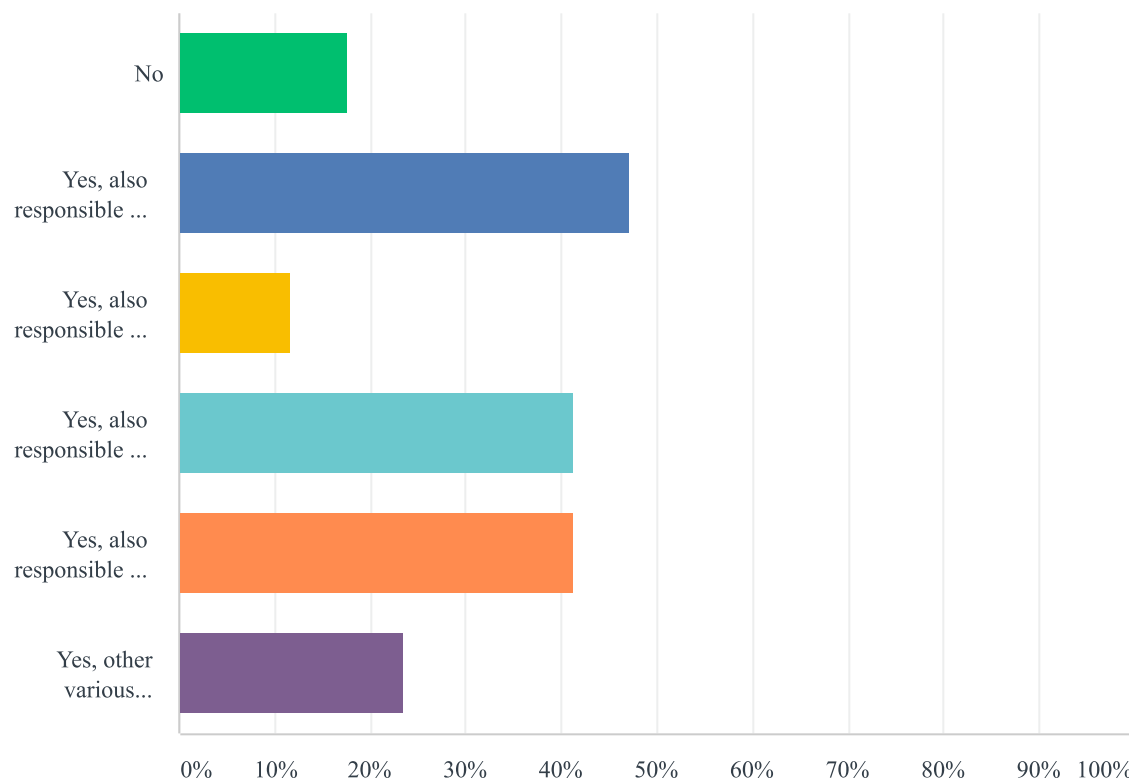
3/17/2021 8:47 AM

NO

3/17/2021 2:20 AM

Does the senior person responsible for the park also have other non-park related responsibilities?

Answered: 17 Skipped: 0



ANSWER CHOICES

RESPONSES

No	17.65%	3
Yes, also responsible for an incubator/program	47.06%	8
Yes, also responsible for the tech transfer office	11.76%	2
Yes, also responsible for other institutional admin duties	41.18%	7
Yes, also responsible for community relations/econ development	41.18%	7
Yes, other various responsibilities	23.53%	4

Total Respondents: 17

If you have answered "yes" to any of the above categories, please indicate the total salary for all

combined categories, not just the park responsibilities.

Answered: 11 Skipped: 6

Same as base park pay. Just under \$175,000 total.

3/17/2021 8:47 AM

Same as before

3/17/2021 2:20 AM

\$400,000

3/16/2021 6:02 PM

\$175,600 salary (no incentive pay)

3/16/2021 5:48 PM

Please tell us about any bonus compensation, or forms of compensation such as automobile allowances, tuition waivers, club membership, etc.

Answered: 15 Skipped: 2

6 hours a semester of tuition waiver available

3/17/2021 12:32 PM

Car allowance, free parking

3/17/2021 11:16 AM

\$6,600 annual car allowance Cell phone Healthcare insurance Disability insurance Retirement plan,
4% match.

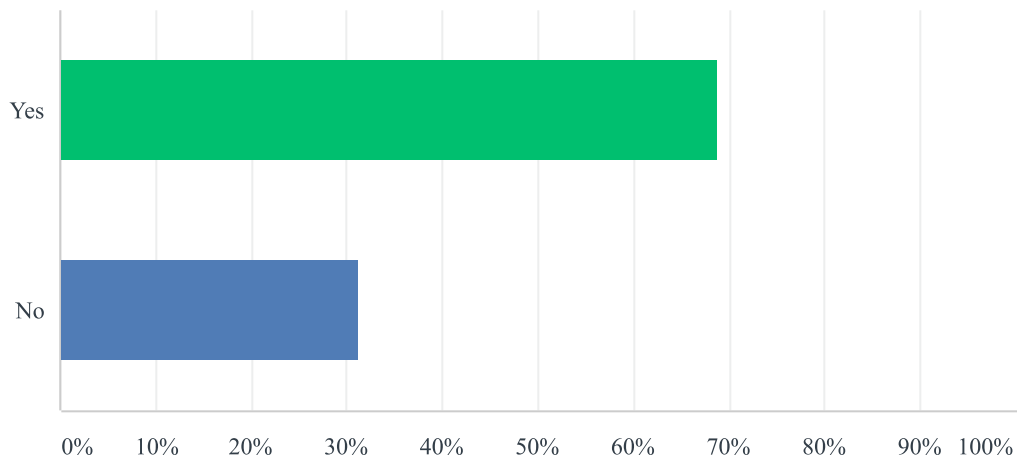
3/17/2021 8:49 AM

None

3/17/2021 2:21 AM

Does your park have a dedicated
operations/property management official on the
park payroll (or even shared between units)?

Answered: 16 Skipped: 1



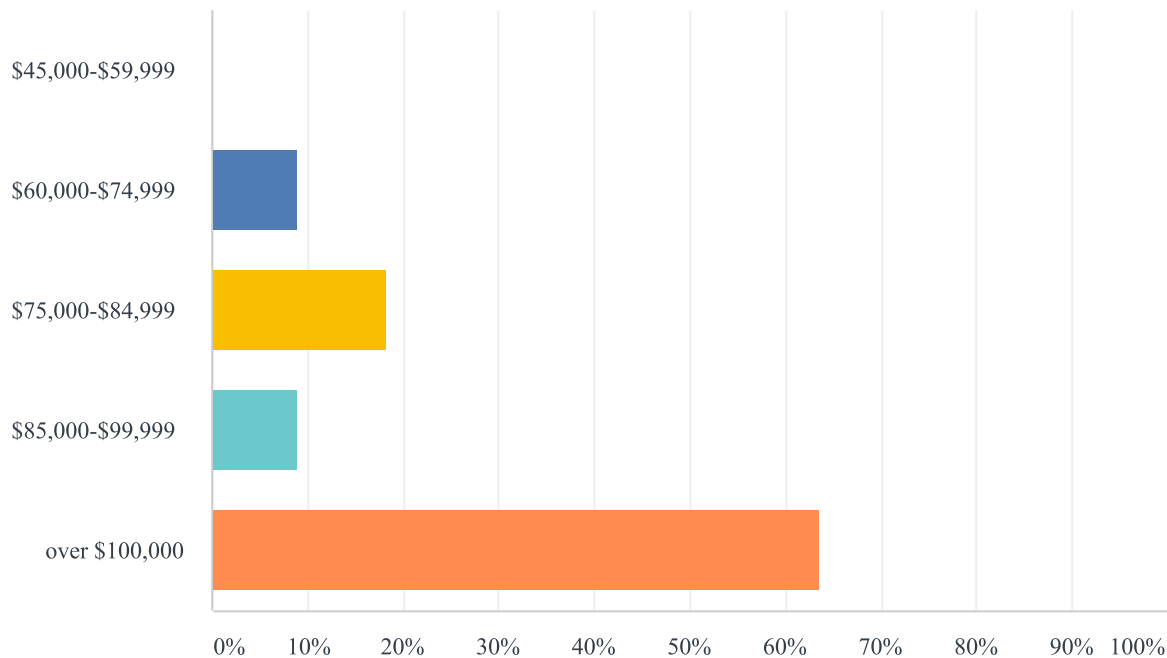
ANSWER CHOICES

RESPONSES

Yes	68.75%	11
No	31.25%	5
TOTAL		16

What is the annual base salary level for the operations/property management official? (in U.S. dollars) (If this function is one that is shared between units, please indicate the amount that is attributable to the park's budget)

Answered: 11 Skipped: 6



ANSWER CHOICES

RESPONSES

\$45,000-\$59,999	0.00%	0
\$60,000-\$74,999	9.09%	1
\$75,000-\$84,999	18.18%	2
\$85,000-\$99,999	9.09%	1
over \$100,000	63.64%	7

Total Respondents: 11

Please tell us about any other forms of compensation for the operations or property management official, including bonus pay. (If this function

is one that is shared between units, please indicate the amount that is attributable to the park's budget)

Answered: 8 Skipped: 9

Up to 12% incentive based on prescribed and agreed upon financial and mandate objectives

3/17/2021 11:16 AM

None

3/17/2021 2:21 AM

95% health insurance. 10% employer contribution to 401k - no match required, bonus up to 25%

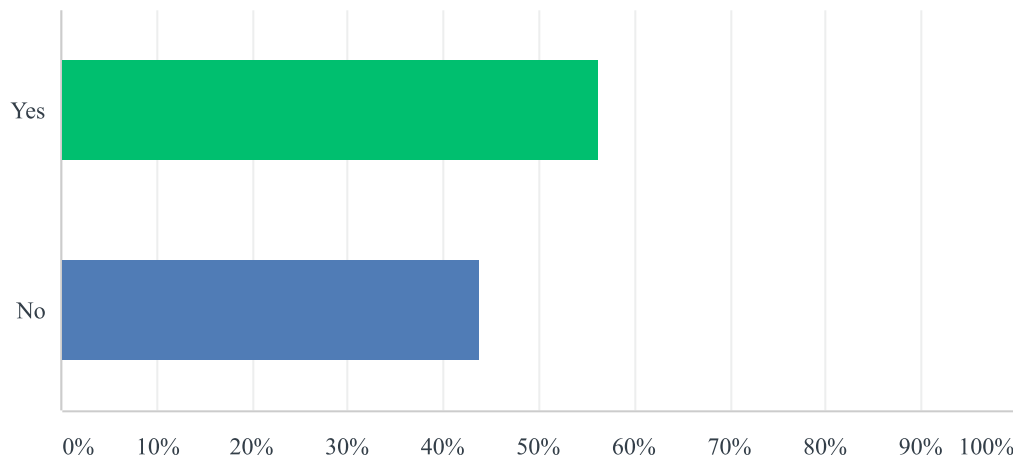
3/16/2021 6:04 PM

None.

3/12/2021 9:07 PM

Does your park have a dedicated marketing official located within the park payroll (or even shared between units)?

Answered: 16 Skipped: 1



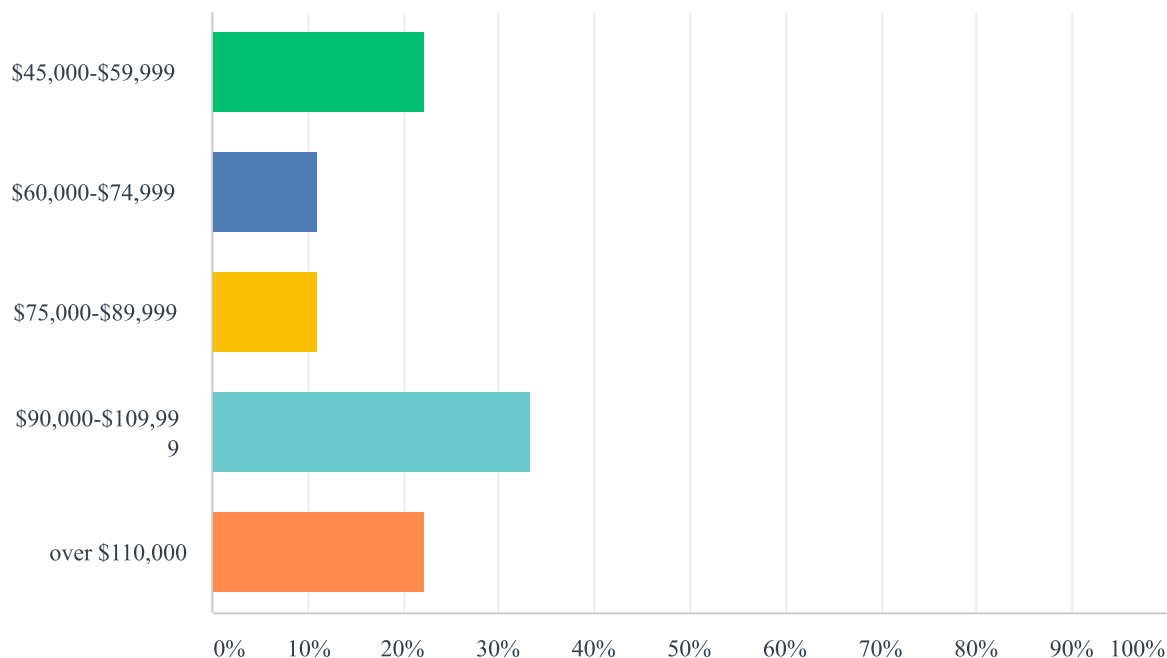
ANSWER CHOICES

RESPONSES

Yes	56.25%	9
No	43.75%	7
TOTAL		16

What is the annual base salary for the park marketing official? (U.S. dollars)(If this function is one that is shared between units, please indicate the amount that is attributable to the park's budget)

Answered: 9 Skipped: 8



ANSWER CHOICES

RESPONSES

\$45,000-\$59,999	22.22%	2
\$60,000-\$74,999	11.11%	1
\$75,000-\$89,999	11.11%	1
\$90,000-\$109,999	33.33%	3
over \$110,000	22.22%	2

Total Respondents: 9

How about bonus arrangements for the marketing official? What might those be?

Answered: 6 Skipped: 11

None

3/17/2021 11:16 AM

Healthcare insurance Retirement plan, 4% match

3/17/2021 8:49 AM

Based on goals, up to 20%.

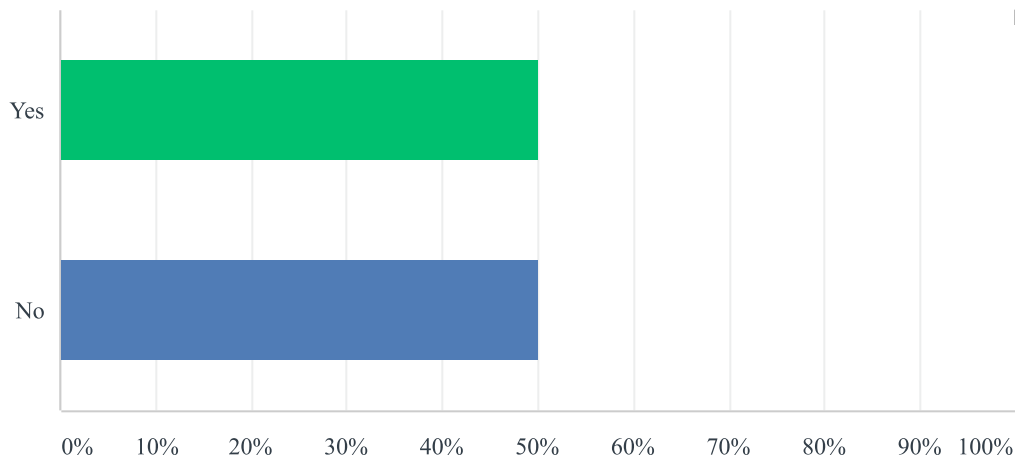
3/16/2021 6:05 PM

n/a

3/16/2021 5:41 PM

Does your park have a tech transfer official as a paid division of the university?

Answered: 16 Skipped: 1



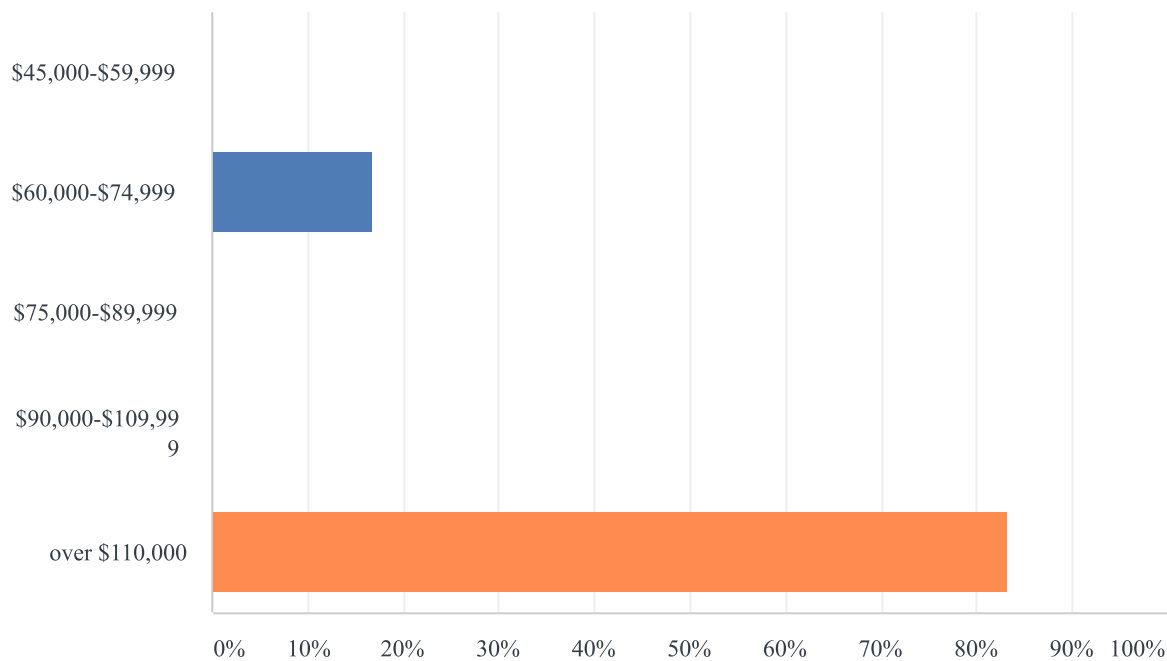
ANSWER CHOICES

RESPONSES

Yes	50.00%	8
No	50.00%	8
TOTAL		16

What is the annual base salary for the technology transfer official at your park? (U.S. dollars)

Answered: 6 Skipped: 11



ANSWER CHOICES

RESPONSES

\$45,000-\$59,999	0.00%	0
\$60,000-\$74,999	16.67%	1
\$75,000-\$89,999	0.00%	0
\$90,000-\$109,999	0.00%	0
over \$110,000	83.33%	5

Total Respondents: 6

Any type of alternative compensation arrangements for the tech transfer officials?

Answered: 2 Skipped: 15

None

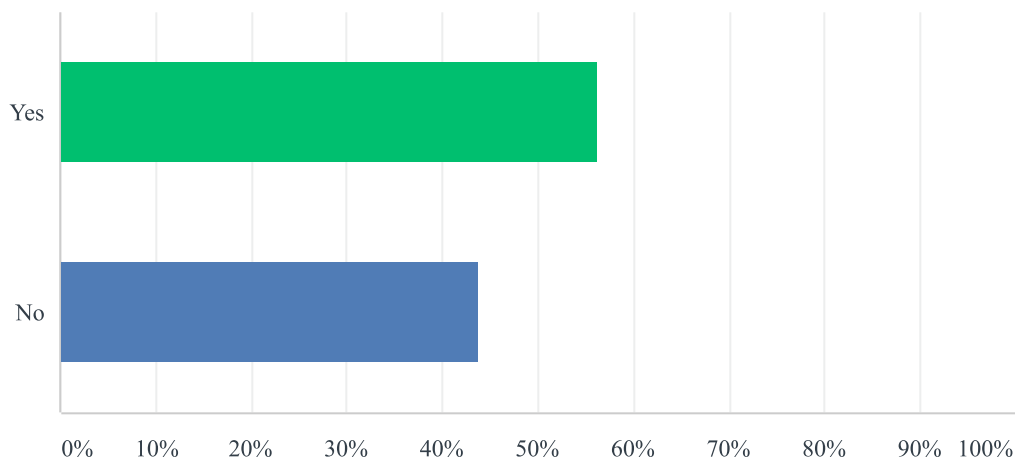
3/17/2021 2:22 AM

RP director and TTO director are the same person

3/11/2021 9:22 AM

Does the park have an events/community engagement manager position on its payroll?

Answered: 16 Skipped: 1



ANSWER CHOICES

RESPONSES

Yes

56.25%

9

No

43.75%

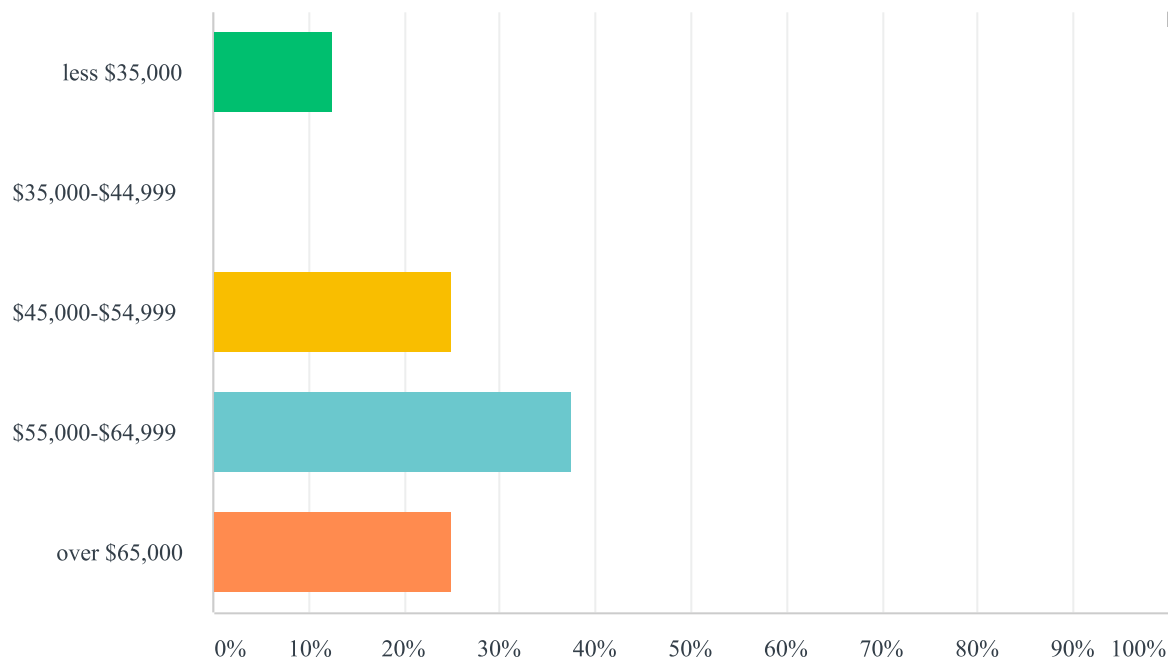
7

TOTAL

16

What is the annual base salary for the events/community engagement manager at your park? (U.S. dollars)

Answered: 8 Skipped: 9



ANSWER CHOICES

RESPONSES

less \$35,000	12.50%	1
\$35,000-\$44,999	0.00%	0
\$45,000-\$54,999	25.00%	2
\$55,000-\$64,999	37.50%	3
over \$65,000	25.00%	2

Total Respondents: 8

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Leon County Research and Development Authority

Policy No. 11 -1

Title: Personnel Policy

Date Adopted: February 9, 2011

Effective Date: February 9, 2011

Date Revised: August 1, 2019; April 7, 2016; September 4, 2014

1. **PURPOSE** - It shall be the policy of the Leon County Research and Development Authority (the Authority) that a new policy, Policy No 11-1, "Personnel Policy," is hereby adopted, to wit:

2. **SCOPE**

- a. THESE POLICIES ARE NOT INTENDED TO CREATE AN EMPLOYMENT CONTRACT WITH THE PERSONS TO WHOM THEY MAY BE APPLICABLE.
- b. Policy No. 11-1, "Personnel Policy" shall apply to all employees of the Authority, except it shall not apply to persons employed by the Authority on a contractual basis entered into between the Authority and the employee.

3. **DEFINITIONS**

- a. The "Board" shall mean the Board of Governors of the Authority. Except as lawfully and properly delegated to its officers, the powers of the Authority are exercised through, and the business affairs of the Authority are managed under the direction of the Board.
- b. "Employee" shall mean an employee of the Authority who is not employed by the Authority under an Employment Agreement with the Authority, including Full-Time Employees, Part-Time Employees and Employees in a Temporary Position.
- c. "Executive Director" shall mean the Authority Employee whose job title is Executive Director; or if the Executive Director position is vacant, "Executive Director" shall mean the person designated by the Board as the acting executive director.
- d. "Exempt Employees" shall mean those Employees in administrative, executive, and professional positions as defined under the Fair Labor Standards Act, who are not subject to the overtime compensation provisions of the Act.
- e. "Full-Time Employees" shall mean Employees with regularly scheduled and budgeted Working Hours of no less than forty (40) hours per week.
- f. "Marital Status" shall mean an individual's status of being married, separated, or unmarried including being single, divorced, or widowed.

- g. “Non-exempt Employees” shall mean those Employees in positions subject to the overtime compensation provisions of the Fair Labor Standards Act.
- h. “Overtime” shall mean the hours worked in excess of forty (40) hours during the established workweek. These hours must be at the direction of the Executive Director and must not include leave with pay.
- i. “Part-Time Employees” shall mean Employees with regularly scheduled Working Hours of less than forty (40) hours per week.
- j. “Policy” shall mean the Authority Personnel Policy, as may be amended from time to time.
- k. “Temporary Position” shall mean a position of specific duration not to exceed two (2) years. Temporary Positions may be full or part time.
- l. “Work Area” shall mean areas where Employee’s work for the Authority is performed.
- m. “Working Hours” shall mean an Employee's normally scheduled hours of work.

4. EMPLOYEE CONDUCT

- a. **EQUAL EMPLOYMENT OPPORTUNITY** - It has been the policy of the Authority to subscribe to the principle of Equal Employment Opportunity. These Policy provisions reaffirm the Authority’s commitment to ensure that:
 - All recruitment, hiring, training and promotion of persons employed by the Authority in all positions is accomplished without regard to race, color, religion, sex, national origin, age, handicap, or marital status; and
 - Employment decisions are made consistent with the principle of Equal Employment Opportunity.

The Authority shall comply with all federal, state, and other applicable laws prohibiting discrimination in employment based on race, color, religion, sex, national origin, age, handicap, or marital status.

All Board members and Employees are responsible for supporting these Policy provisions and for the furtherance of the principle of Equal Employment Opportunity in all personnel matters. The principle of Equal Employment Opportunity is applied to all other personnel activities including compensation, benefits, transfers, reassignments, promotions, demotions, layoffs, separations and disciplinary actions.

An Employee who believes he or she has been subjected to workplace harassment must promptly bring that problem to the attention of the Authority. Complaints should immediately be reported to the Executive Director. If the complaint involves the Executive Director the Employee should report the matter to the General Counsel. If a complaint involves a member of the Board of Governors the Employee should report the matter to the Executive Director and the General Counsel.

Personnel Policy
Policy No. 11-1

At that time, the Executive Director or General Counsel will refer the matter to a private law firm outside the jurisdiction of Leon County, to investigate the claim. Once the complaint has been referred to the outside law firm to investigate, the party who made the complaint shall be notified. Each complaint will be immediately and thoroughly investigated in a professional manner.

Actions taken to investigate and resolve harassment complaints shall be conducted confidentially to the extent practicable, appropriate and legal in order to protect the privacy of persons involved. The person who is accused of engaging in harassing behavior will be notified and given an opportunity to respond verbally and/or in writing. The investigation may include interviews with parties involved in the incident, and if necessary, with individuals who may have observed the incident or conduct or who have relevant knowledge.

The Employee will be notified of a decision or the status of the investigation in a timely manner. There will be no discrimination or retaliation against any individual who files a complaint in good faith, even if the investigation produces insufficient evidence to support the complaint, and even if the charges cannot be proven. There will be no discrimination or retaliation against any other individual who participates in the investigation of a harassment complaint.

If the investigation substantiates the complaint, appropriate corrective and/or disciplinary action will be swiftly pursued. Disciplinary action, which may include discharge, will also be taken against individuals who make false or frivolous accusations, such as those made maliciously or recklessly.

- b. NOTICE OF ARREST OR CHARGE AGAINST EMPLOYEE – The Employee shall immediately notify the Executive Director and the Board, in writing, of any arrest or charge against the Employee, other than a minor traffic infraction.
- c. POLITICAL ACTIVITIES - Every Employee will have the right to express his or her views as a citizen, to cast his or her vote as he or she chooses, to hold membership in and to support a political party, or maintain political neutrality. Employees may also attend political meetings and take an active part in political campaigns during off duty hours. However, every Employee is prohibited from:
 - i. Using his/her official authority or influence, as an Employee, for the purpose of interfering with or affecting the result of an election or nomination for office.
 - ii. Directly or indirectly coercing, attempting to coerce, commanding, or advising an Employee to pay, lend, or contribute anything of value to a party, committee, organization, agency, or person for political purposes.
 - iii. Participating in political activities during Work Hours.
- d. NEPOTISM
 - i. Notwithstanding the protection under this Policy for an Employee's marital status, the following Policy provisions shall apply regarding the employment of

relatives of employees of the Authority. For purposes of this Section of the Policy, "relative" means an individual who is related to an Employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister.

- ii. There shall be the following restrictions on the employment of any Employee's relatives with the Authority:
 - 1. A relative of any Employee with supervisory responsibility shall not be eligible for employment in or advancement to any position which reports directly to the supervisory Employee.
 - 2. An Employee shall not be eligible for advancement to any position with direct supervisory responsibility over a position in which a relative is employed.

e. OUTSIDE EMPLOYMENT

- i. Employees shall not engage in any employment activity or enterprise which has been or may be determined to be inconsistent, incompatible, or in conflict with the duties, functions, or responsibilities of their Authority employment.
- ii. Employees who desire to accept outside employment in addition to their employment with the Authority shall provide advance written notice to the Executive Director regarding the nature and extent of such anticipated outside employment. The Executive Director shall determine whether such anticipated employment conflicts with the duties and responsibilities of the Employee's Authority employment. If the Executive Director determines there is a conflict with the duties and responsibilities of the Employee and the outside employment sought, the Executive Director shall submit that determination to the Employee in writing within two (2) weeks of Employees submittal of written notice.

f. SMOKING - Employee shall, at no time, have lighted tobacco products within an Authority facility.

g. USE OF MAIL AND THE INTERNET

- i. This Section of the Policy is designed to protect the Authority, its Employees and its resources from the risks associated with use of E-Mail and Internet. E-Mail and Internet access are to be used to facilitate Authority business and only highly-limited, reasonable personal use is permitted.
- ii. These Policy provisions do not forbid all personal use of E-Mail. Acceptable uses of E-Mail can be compared to those involving the telephone: the communication must be brief, must not interfere with work, must not subject the Authority to any additional costs, and must be consistent with the requirements set forth by this Policy. Employees are permitted to briefly visit other non-sensitive Internet sites during non-work time, such as during their lunch break.

- iii. The Authority's E-Mail or Internet access systems may NEVER be used in any of the following ways:
 - 1. To harass, intimidate, or threaten another person.
 - 2. To access or distribute obscene, abusive, libelous, or defamatory material.
 - 3. To impersonate another uses or mislead a recipient about your identity.
 - 4. To access another person's E-Mail, if not specifically authorized to do so.
 - 5. To bypass the systems' security mechanisms.
 - 6. To distribute chain letters.
 - 7. To participate in political or religious debate.
 - 8. For any purpose which is illegal, against Authority policy, or contrary to the Authority's best interests.
 - 9. To pursue an Employee's business interests which are unrelated to the Authority.
- h. CONFLICT OF INTEREST - This Section of the Policy, with regard to conflict of interest, shall be construed in accordance with the regulations specified in Sections 112.311 (Legislative intent and declaration of policy) and 112.313 (Standards of conduct for public officers, employees of agencies, and local government attorneys), Florida Statutes. The intent of the law is to prohibit any public official or employee from having interests, from engaging in business activities, and from incurring any obligation "which is in substantial conflict with the proper discharge of his or her duties in the public interest." The law prohibits the following:
 - i. The solicitation or acceptance by any Employee of any gift, loan, favor, reward, or service that would cause a reasonably prudent person to be influenced in the discharge of official duties, or that is based upon any understanding that the action and/or judgment of the official or Employee "would be influenced thereby."
 - ii. An Employee from transacting business on behalf of the Authority with any agency in which either the Employee or a member of the Employee's immediate family has a "material interest."
 - iii. An Employee from accepting compensation to influence any action in his/her official capacity with the Authority.
 - iv. An Employee from using his/her position to secure a special privilege, benefit, or exemption for him/her or others.
 - v. An Employee from holding any employment or contractual relationship with any business entity or any agency which is subject to the regulation of, or is doing business with, the Authority.

- vi. An Employee from disclosing or using information not available to the general public for his/her personal gain or for the gain of any other person or business entity.
 - vii. This section shall not be interpreted to prevent an Employee from engaging in a bona fide business transaction for goods and services from a firm doing business with the Employee when no special privilege or benefit is granted or sought by the Employee because of his or her status as an Authority Employee.
- i. SUBSTANCE ABUSE -
- i. Use, sale, dispensing or possession of illegal drugs or narcotics is prohibited on Authority premises.
 - ii. Unless approved in advance by the Board as part of a Board-sanctioned event, the use, sale, dispensing or possession of alcoholic beverages is prohibited on Authority premises.
 - iii. Appropriate disciplinary action will be taken against Employees who are in possession of or under the influence of alcohol or illegal drugs while on Authority premises.
- j. DRESS CODE –
- i. In order to balance the Authority's image with the Employee's freedom to make his or her own wardrobe choices, casual business wear will be acceptable in the office environment during regular business hours.
 - ii. The general parameters for casual business wear include using good judgment about what to wear during work days. Casual Business wear means comfortably fitting, clean, neat clothing, in good condition, that communicates a professional attitude. Dress standards apply to both women's and men's attire. The following items are inappropriate for office wear: apparel typically worn to the beach or for work in the yard or gym; clothing that is excessively revealing (transparent, or that overly exposes areas of the body such as the midriff or chest); bedroom slippers or flip flops; garments meant to be worn as underwear; T-shirts; or, attire with graphics or text endorsing gang membership, obscenity, illegal activities, violence, drugs, alcohol or tobacco.
 - iii. Exceptions:
 - 1. In an effort to have a work-friendly environment, Employees shall observe a Summer Dress Code, effective Monday through Friday, from Memorial Day to Labor Day. During the warm weather season, Employees shall have the opportunity to come to work in a more casual and relaxed atmosphere. An Employee's schedule may dictate a more traditional attire, such as attendance at Board or other business related meetings.
 - 2. Other than a Summer Dress Code, Employees may observe a Dress Down Day each week, which will be designated by the Executive

Director. The Executive Director may approve certain Dress Code exceptions on Dress Down Day.

iv. Enforcement:

1. The Executive Director shall interpret Dress Code Policy in light of the appropriateness to the work environment.
2. The Executive Director shall be responsible for ensuring that Employees dress in accordance with this Policy.
3. For the first violation, inappropriately dressed Employees shall be given a verbal warning and be sent home. For the second violation, inappropriately dressed Employees shall be given a written reprimand and be sent home. Any Employee sent home shall use annual leave to dress properly and return to work. Future violations shall result in progressive disciplinary actions.

5. RECRUITMENT AND SELECTION

- a. Job opportunities with the Authority are communicated through job postings on the Authority's website, paid advertisements, and any other means deemed necessary by the Executive Director.
- b. Job openings with the Authority should be posted for at least five workdays.
- c. The recruitment process for job openings shall require applicants to complete an Authority Employment Application.
- d. For a job applicant to be considered for employment, the applicant's Authority Employment Application shall:
 - i. Be submitted or postmarked on or before the deadline date.
 - ii. Be filed on the prescribed form.
 - iii. Be substantially complete.
 - iv. Reflect that the applicant possesses the required knowledge, skills, ability and experience.
 - v. Not in any way be falsified.
 - vi. Not reflect that the employment of the applicant would violate the Nepotism provisions of this Policy.
 - vii. Reflect that the applicant meets other valid and lawful employment requirements for the position which is vacant.
- e. After the advertising period, the Executive Director shall evaluate the applications that have been received to determine which job applicants met the criteria for further consideration, as described above.
- f. The Executive Director shall:
 - i. Prepare questions for the applicants' job interviews.

- ii. Identify the applicants for interview, from the pool of applicants who met the criteria for consideration.
- iii. Conduct interviews with applicants; the Executive Director may request assistance from Authority Board members and/or outside parties in conducting interviews and evaluating applicants at the Executive Director's sole discretion.
- iv. Identify his/her top candidate(s), subsequent to the completion of interviews, and conduct and document no less than three (3) telephone employment reference checks for such candidate(s).
- v. Upon completion of satisfactory reference checks of no less than the Executive Director's top candidate, the Executive Director shall obtain background checks, consistent with Board policy.
- vi. Upon completion of a satisfactory background check, the Executive Director shall seek the Board Chair's concurrence to hire the recommended candidate, contingent upon the candidate's successful completion of pre-employment drug testing, consistent with Board policy.
- vii. Upon obtaining the Board Chair's concurrence, the Executive Director shall provide written notice of intent to hire to the candidate, contingent upon the candidate's successful completion of pre-employment drug testing, consistent with Board policy.

6. PROBATIONARY PERIOD AND INITIAL EVALUATION PERIOD

- a. This Section shall not apply to Temporary Positions of less than six (6) months in duration.
- b. Full-Time and Part-Time Employees, with the exception of those Employees who are in a Temporary Position of less than six (6) months in duration, shall serve a probationary period. The probationary period should be considered the "working test" portion of the evaluation process. It shall be utilized to closely observe the Employee's work, determine suitability for continued employment and for ensuring the most effective adjustment of an Employee to the position.
- c. The probationary period shall be six (6) months in duration, unless extended.
- d. The Executive Director may, prior to the expiration of the probationary period of a particular Employee, extend the duration of a probationary period. No extension shall be allowed which would make the probationary period longer than eight (8) months.
- e. No less than two (2) weeks before the expiration of an Employee's probationary period, the Executive Director shall prepare a written performance evaluation that reflects the Employee's work performance during the evaluation period, and discuss such evaluation with the Employee.

7. ANNUAL PERFORMANCE APPRAISAL

- a. No later than one (1) month after an Employee's annual employment anniversary, the Executive Director shall prepare an annual written performance evaluation and discuss

the evaluation with the Employee. Such annual performance evaluations shall reflect the Employee's work performance during the annual evaluation period.

- b. If an annual written Employee evaluation identifies areas for improvement, the Employee shall make efforts to address such areas and the Executive Director may, at their sole discretion, provide a subsequent written evaluation of the Employee's improvement or lack thereof no sooner than one (1) month after the Employee's receipt of the annual written Employee evaluation.

8. COMPENSATION

- a. The Employee's compensation will be defined by the Executive Director and may be subject to increase during the term of the Employee's employment at the sole discretion of the Executive Director. Employee's compensation is limited to the budgetary guidelines approved by the Board.
- b. Employees shall be paid in accordance with the normal payroll schedule of the Authority and such pay shall be subject to normal payroll deductions.
- c. Overtime –
 - i. The established work week is forty (40) hours within a seven (7) day period, Saturday through Friday. Overtime is calculated at one and one-half (1-1/2) times an hour on hours worked over the established workweek. All Overtime work must have prior written authorization by the Executive Director; and not securing this authorization may result in disciplinary action.
 - ii. Workers' Compensation Leave and Administrative Leave are "paid leave," not "hours worked"; and such leave will not be counted toward overtime.
 - iii. Compensation for Overtime shall be administered by the following guidelines:
 - 1. Employees in exempt positions, as defined by the Fair Labor Standards Act, shall not be eligible for overtime compensation or Compensatory Leave.
 - 2. Employees in non-exempt positions, according to Fair Labor Standards Act, who are authorized in advance by the Executive Director to work Overtime, shall be granted Compensatory Leave at the rate of one and one-half (1-1/2) hours for each Overtime hour worked or cash payment for Overtime worked at the rate of one and one-half (1-1/2) times that Employee's regular hourly rate of pay, at the discretion of the Executive Director.
 - iv. Compensatory Leave or cash compensation for overtime may only be granted when actual hours of work exceed forty (40) hours during the workweek. Holidays, however, shall be considered as hours worked for purposes of this section.
 - v. If Overtime is authorized using Compensatory Leave only, Employees must be notified before the Overtime is worked.

- vi. Every effort should be made to schedule such the use of Compensatory Leave at the earliest possible date, with the Executive Director's prior approval.
- d. Time and Attendance Records - Employees are required to keep an accurate, daily accounting of all hours worked and leave used on the appropriate Authority form.

9. BENEFITS

- a. This Section shall not apply to Employees in Temporary Positions.
- b. Health Insurance.
 - i. The Authority offers a health insurance plan to the Employee, and to the Employee's family members and other persons who are eligible to participate in such health insurance plan ("Health Insurance").
 - ii. All Full-Time Employees are eligible to participate in Health Insurance.
 - 1. For all Full-Time Employees hired prior to October 1, 2014, and to the extent the Full-Time Employee participates in the offered Health Insurance, the Authority shall pay ninety percent (90%) of the cost of the Health Insurance premium; and Employee shall pay the remaining ten percent (10%) cost of the Health Insurance premium and all out of pocket costs including but not limited to co-payments and deductibles.
 - 2. For all Full-Time Employees hired on or after October 1, 2014, and to the extend the Full-Time Employee participates in the offered Health Insurance, the Authority's share and the Employee's share of the cost of the Health Insurance premium shall be determined from the following tables based on the plan and coverage selected :

- a. Standard Plan

Coverage	Authority %	Employee %
Single	85.0%	15.0%
Employee +1	82.5%	17.5%
Family	77.5%	22.5%

- b. Value Based Contribution (VBC)

Coverage	Authority %	Employee %
Single	87.5%	12.5%
Employee +1	85.0%	15.0%
Family	80.0%	20.0%

Participation in the VBC plan requires participation in health and wellness programs as further defined in the plan.

In addition to Employee's share of the cost of the Health Insurance premium Employee shall pay all out of pocket costs including but not limited to co-payments and deductibles.

- iii. Part-Time Employees, whose scheduled Work Hours are not less than thirty (30) hours per week, are eligible to participate in Health Insurance ("Health Insurance Eligible Part-Time Employee").
 - 1. To the extent the Health Insurance Eligible Part-Time Employee participates in the offered Health Insurance, the Authority shall pay eight-five percent (85%) of the cost of the Health Insurance premium for single coverage and all out of pocket costs including but not limited to co-payments and deductibles.
 - 2. If the Health Insurance Eligible Part-Time Employee seeks to provide Health Insurance for additional eligible persons, such as two person or family coverage, the Health Insurance Eligible Part-Time Employee shall pay the health insurance premium cost in excess of eighty-five (85%) of the Health Insurance premium for single coverage and all out of pocket costs including but not limited to co-payments and deductibles.
- iv. Employees must enroll in Health Insurance within the first 30 days of Authority employment or wait until the annual open enrollment period.
- c. Annual and Sick Days.
 - i. Accrual Rates.
 - 1. Annual Leave – Full-Time Employees shall accrue annual leave at the following monthly rates,
 - a. Eight (8) hours per calendar month effective upon employment.
 - b. Ten (10) hours per calendar month after completion of five (5) years of Authority employment.
 - c. Twelve (12) hours per calendar month after completion of ten (10) years of Authority employment.
 - d. Thirteen (13) hours per calendar month after completion of fifteen (15) years of Authority employment.
 - e. Fourteen (14) hours per calendar month after completion of twenty (20) years of Authority employment.
 - f. Sixteen (16) hours per calendar month after completion of twenty-five (25) years of Authority employment.
 - 2. Sick Leave - Employee shall accrue eight (8) hours of sick leave per calendar month effective upon employment.
 - 3. Accrual rates for annual leave and sick leave shall be prorated for:
 - a. Employment periods of less than one calendar month, and

- b. Part-Time Employees, in proportion to their regularly scheduled and Working Hours (i.e., a Part-Time Employee regularly scheduled and budgeted to work twenty (20) hours per week would accrue 50% of the Full-Time Employee's annual leave and sick leave).
- ii. Annual leave and sick leave shall be accrued each pay period during which the Employee is employed by the Authority.
- iii. The Employee's accrued annual leave balance shall be reduced, as necessary, to two hundred forty hours as of September 30 of each fiscal year. At no time shall the Employee be compensated for any accrued annual leave balance in excess of two hundred forty (240) hours. There is no limitation on the amount of sick leave hours that may be accrued.
- iv. Reimbursement at Termination. Upon termination, the Employee will be reimbursed as follows for accrued annual leave, sick leave, and Compensatory Leave balances ("Leave Payout"):
 - 1. If the Employee provides to the Executive Director no less than two weeks advance written notice of resignation, or if the Authority terminates the Employee:
 - a. For the balance of the Employee's accrued annual leave, Employee shall be reimbursed at the rate of one (1) hour of pay for every hour of Employee's accrued annual leave balance not to exceed two hundred forty (240) hours; and
 - b. For the balance of the Employee's accrued sick leave, Employees with at least three years of service shall be reimbursed at the rate of twenty-five percent (25%) of one (1) hour of pay for every hour of Employee's accrued sick leave balance at the time of termination up to four-hundred eighty (480) hours (i.e., reimbursement shall be received for no more than one-hundred twenty (120) hours of pay) .
 - 2. If the Employee terminates the Employee's employment with the Authority without providing the Executive Director two weeks advance written notice of resignation, the Employee shall only be paid for Compensatory Leave balance, at the rate of one (1) hour of pay for every hour of Employee's accrued Compensatory Leave balance, and Employee shall not be paid and shall not be owed any compensation for any remaining Leave Payout.
- v. Taking Leave. The expectations of the Authority are that the Employee shall schedule the taking of annual leave and Compensatory Leave in consideration of the needs of the Authority. Employee shall provide reasonable notice to the Executive Director in advance of annual leave and Compensatory Leave being taken for more than two consecutive business days and as soon as reasonably

possible for sick leave being taken; however such notice for sick leave shall be provided no later than one hour after the start of the normal business day.

- d. Florida Retirement System. The Authority participates in the Florida Retirement System. The Authority shall pay all required employer contributions, as a percentage of the Employees' compensation and Leave Payout that is eligible under the Florida Retirement System for Employee's membership in the Florida Retirement System as a Regular Class member.
- e. Holidays. Full-Time Employees shall annually be entitled to the following nine days off from work with pay ("Holiday Leave"):
 - i. The same days as the State of Florida's Employees observe which are the following holidays: (a) New Year's Day, (b) Birthday of Martin Luther King, Jr., (c) Memorial Day, (d) Independence Day, (e) Labor Day, (f) Veteran's Day, (g) Thanksgiving Day, (h) the day after Thanksgiving and (i) Christmas; and
 - ii. Either the business day before or the business day after the observed Christmas holiday; the selection of which of these two days shall require the Executive Director's approval.
- f. Bereavement. The Employee shall be granted three (3) days of leave with pay upon the death the Employee's spouse, or the grandparents, parents, brothers, sisters, children, and grandchildren of both the Employee and the Employee's spouse ("Bereavement Leave"). Notification of the need for Bereavement Leave must be made as soon as possible to the Executive Director and, if the Executive Director is unavailable, the Employee shall provide notification of the need for Bereavement Leave to the Board's Chair.
- g. Administrative Leave. If the Employee is summoned by the Court as a member of a jury panel or jury pool, or is subpoenaed as a witness not involving personal litigation, the Employee shall be granted Administrative Leave with pay for the time the Employee is serving in such capacity. Notification of the need for Administrative Leave must be made as soon as possible to the Executive Director and, if the Executive Director is unavailable, the Employee shall provide notification of need for Administrative Leave to the Board's Chair. The Board may, at its sole discretion, place the Employee on Administrative Leave, with or without pay, for reasons other than those stated above, if it is determined by the Board to be in the Authority's best interest.
- h. Basic Life and AD&D Insurance. Full-Time Employees shall be provided basic life and AD&D coverage beginning the 1st day of the month following the date of hire. Executive Director and Director level employees will be covered for two times their annual salary, and all other Full-Time Employees will be covered for one times their annual salary. The maximum coverage amount is \$250,000 for basic and supplemental life insurance (if any). Premiums paid by the Authority for coverage in excess of IRS limits (currently \$50,000) are included in the Employee's taxable income and subject to Social Security and Medicare Taxes.
- i. Cafeteria Plan. Employee may participate in the Authority's premium only cafeteria plan established under Internal Revenue Code Section 125 in accordance with the

- provisions of the plan. The plan allows for employees to pay for certain benefit premiums on a pre-tax basis reducing the Employee's taxable income.
- j. Other Leon County Benefits. Employee shall be provided access to Employee paid benefits offered by Leon County (such as dental, vision, disability, supplemental life, etc.) subject to Leon County's approval of participation by the Authority and any Employee qualification requirements of the plan(s). These benefits may be changed at the discretion of Leon County, or the Authority at any time.
 - k. Deferred Compensation 457(b) Plan. Employee shall be provided access to the Authority's 457(b) Deferred Compensation plan. All contributions are voluntary and made by the employee. Contributions are subject to requirements of the plan and other Internal Revenue Code requirements.
 - l. Rewards Program. Employee shall be eligible to participate in any "Rewards Program" adopted by the Authority subject to the provisions of Florida Statute 215.425, and other program specifications.
 - m. Restrictions and Limitations. All benefits provided through third parties are subject to the restrictions, limitations and requirements of those provider plans.

10. EXPENSE REIMBURSEMENT

- a. Out-of-Pocket Expenses. The Employee shall be reimbursed by the Authority for all authorized out-of-pocket expenses directly related to the performance of their duties subject to the following:
 - i. All purchases must be comply with the Authority's Purchasing Policy.
 - ii. Company credit cards must be used where provided and in accordance with the Authority's Credit Card Policy.
 - iii. All authorized expenses must be properly documented by receipts and other supporting documents which clearly demonstrate the expenditure was for the benefit of the Authority.
- b. Travel Expenses. Expenses for authorized travel, including local mileage, will be reimbursed in accordance with Florida Statute 112.061.
- c. Mobile Phone Allowance. At the discretion of the Executive Director, employees who have a substantial business reason to regularly use their personal mobile phone for work purposes shall receive an allowance of \$45 per month. Substantial business reasons include the Authority's: 1) need to contact the Employee at all times for work-related emergencies; 2) requirement that the employee be available to communicate with clients at times when the employee is away from the office; and 3) need to communicate with clients located in other time zones at times outside the employee's normal workday. All employees must retain electronic or printed copies of all work-related communications such as text messages in accordance with the Authority's Records Retention Policy.

11. TERMINATION - The Employee's employment with the Authority may be terminated at any time by the Authority or by the Employee pursuant to the following provisions:

- a. **Death.** In the event of the Employee's death, the Employee's employment shall terminate automatically, effective as of the date of death, and the Authority shall pay to Employee's estate the amounts which would otherwise be paid to the Employee up to and including the date of death.
- b. **By the Employee.** The Employee may terminate the Employee's employment with the Authority, for any reason and at any time upon two (2) weeks prior written notice to the Authority. If the Employee terminates their employment with the Authority, the Employee shall not be paid any compensation or be provided any benefits after Employee's last day of active employment with the Authority, other than benefits and compensation already accrued.
- c. **By the Authority.** Termination of the Employee by the Authority shall only occur upon recommendation of the Executive Director and with the concurrence of the Board's Chair, or upon a motion passing upon the affirmative vote of a majority of the Board at any duly noticed regular or special meeting at which a quorum is present. The Employee's employment may be terminated in the sole judgment and discretion of the Authority. Such termination shall be effective with no less than fourteen (14) calendar days' advance written notice to the Employee or, in lieu of such notice, such termination may be effective immediately and Employee shall receive payment for eighty (80) hours of the Employee's regular rate of pay.
- d. **Effect of Termination.** Upon termination of Authority employment, Employee shall be entitled to receive owed compensation and benefits payable through the effective date of termination and any payments due regarding payment in lieu of notice of termination. The Authority shall be entitled to deduct from any such payment any amounts owed by the Employee to the Authority. Following payment of such amounts, the Authority shall have no further obligation to the Employee.

12. DISCIPLINE

- a. The Executive Director has the authority to give an oral or written warning to an Employee and effectively recommend to the Board's Chair other disciplinary action. In cases of fighting, threat or use of weapon on the job, the possession of illegal substance, intoxicant or abuse of Authority property, the Executive Director has the authority to suspend the Employee immediately. The authority to administer all other disciplinary action requires the Executive Director to obtain the Board Chair's concurrence in advance of taking such action.
- b. Disciplinary action should be administered in a progressive manner. Types of disciplinary actions follow:
 - i. **Oral Warning** - This is the least severe disciplinary action. It should serve as an "alert mechanism" to establish more satisfactory performance or behavior. A written account including the date and nature of the oral warning shall be made for reference. An Employee shall be advised when an oral warning is

being made. The Oral Warning will be witnessed by either the General Counsel or the Board Chair.

1. The Executive Director is authorized to give a verbal warning to an Employee in order to establish or reestablish satisfactory performance or behavior.
 2. An effective oral warning includes a clear description of the correct performance or behavior which is desired and notice to the Employee that the conversation is to be considered an oral warning. The Executive Director shall document such oral warning in an informal written record (incident file). Such documentation should include the date of the oral warning and, if possible, a brief summary of the conversation to include major points, requests, suggestions, directions, etc. given to the Employee by the Executive Director and any remedial action agreed upon by the Employee.
- ii. Written Warning - This is a disciplinary action whereby the Employee is notified in writing of unsatisfactory conduct or performance.
1. The Executive Director has the authority to issue a written warning.
 2. A good written warning should include a clear description of the correct behavior which is expected, reference to the fact that the written notice constitutes a written warning and a statement that continued unsatisfactory performance or conduct will result in more severe disciplinary action.
 3. Following discussion with the Employee, the original written warning, signed by the Executive Director and the Employee, will be filed in the Employee's personnel record and a copy is to be provided to the Employee.
- iii. Suspension - An Employee may be suspended with or without pay for disciplinary reasons for a length of a time that the Authority considers appropriate. This action may only be taken by the Executive Director with the concurrence of the Board's Chair. If a workplace situation necessitates the immediate removal of an Employee from the Work Area, the Executive Director may immediately suspend the Employee with notification to the Board and direct the Employee to report back to the Executive Director at a specific date and time, within two (2) working days, concerning further disposition of the matter.
- iv. Termination – An Employee's Termination from Authority employment is the most severe form of discipline. Terminations may be necessary for reasons such as unacceptable personal conduct, unsatisfactory work performance, or failure to observe Authority rules and regulations. This action may only be taken by the Executive Director after obtaining the concurrence of the Board's Chair or upon a motion passing upon the affirmative vote of a majority of the Board at any duly noticed regular or special meeting at which a quorum is present.

- c. The severity of any disciplinary action should be related to the gravity of the offense, and the Employee's work and discipline record and the Employee's length of Authority service.
- d. Guidelines for Disciplinary Action for First Offenses - Listed below are guidelines for disciplinary action involving first offenses. The list is not intended to be exhaustive nor are the suggested actions for any offense required. The circumstances of each case shall govern the disciplinary action.
 - i. Misconduct Normally Resulting in an Oral Warning:
 - 1. Absenteeism;
 - 2. Tardiness;
 - 3. Failure to perform assigned duties properly or in a timely manner;
 - 4. Failure to notify Executive Director of absences;
 - 5. Failure to follow documented office practices, procedures and protocol.
 - ii. Misconduct Normally Resulting in a Written Warning for First Offense
 - 1. Absence without authorized leave;
 - 2. Offensive conduct or abusive language;
 - 3. Improper use of Authority equipment;
 - 4. Leaving assigned Work Area without permission, when responsibility mandates a presence;
 - 5. Abuse of sick leave.
 - iii. Misconduct Normally Resulting in Suspension for First Offense
 - 1. Insubordination; (i.e. including but not limited to intentional failure or refusal to carry out a directive from the Executive Director).
 - 2. Sleeping on the job;
 - 3. Fighting on the job;
 - 4. Inappropriate conduct resulting in a violation of Authority policy.
 - iv. Misconduct Normally Resulting in Termination for First Offense
 - 1. Conviction of a felony;
 - 2. Abuse or theft of Authority property;
 - 3. Willfully making false statements about Authority Employees or members of the Board;
 - 4. Falsification of records such as, but not limited to, time and attendance, employment history, travel vouchers;
 - 5. Illegal acceptance of gratuities;
 - 6. Possession or use of intoxicants or controlled substances on the job;

7. Violence leading to the injury of another or destruction of Authority property;
 8. Abandonment of job (three successive work days missed without notification to Executive Director);
 9. Threat or use of weapon on the job.
- e. Authority Standards - It is the policy of the Authority that what a person does on his or her own time is exclusive of employment with the Authority. However, such policy is not absolute. If an Employee's outside conduct impairs the reputation of the Authority; causes the Employee to be unable to perform work or appear at work; or leads to refusal or reluctance on the part of others to work with the Employee, barring protection under law; then the Executive Director and the Board are justified in taking disciplinary action. When an Employee is on Authority property, he or she is subject to the Authority's work standards. An Employee officially representing the Authority at a location other than his or her normal place of work is accountable for compliance with the Authority's policies, procedures, and standards
13. **GRIEVANCE** - This process is intended to provide a method for Employee complaints to be heard and acted upon by the appropriate authority in an appropriate time frame and fair manner.
- a. A grievance can be filed for work-related dissatisfaction. Grievances cannot be filed due to administrative policy, disciplinary oral or written warnings or performance evaluations (unless it is alleged that the evaluation was based on factor(s) other than performance).
 - b. Most job related dissatisfaction or problems can be handled by the Executive Director, and the first step in resolving work related problems or dissatisfaction is always to attempt to resolve them with the Executive Director. If unsuccessful, and the Employee seeks to address the Board's Chair, the Employee will notify the Executive Director of the Employee's intent to continue the grievance process to the Board's Chair.
 - i. The Employee will provide the Board's Chair a written description of the Employee's grievance.
 - ii. The Board's Chair will address the Employee's grievance as the Board's Chair deems appropriate.
 - c. If the Employee seeks to continue the grievance process beyond the Board's Chair, the Employee will notify the Executive Director of the Employee's intent to continue the grievance process.