

Master Terms and Conditions

1. **Confidential Information.** OMNI/TSA agrees that all information provided to it by, or through its relationship with the EMPLOYER is confidential ("Confidential Information"). OMNI/TSA agree that it will use the Confidential Information for the limited purposes necessary to execute its obligations under the U.S. OMNI/TSA & TSACG Compliance Services is AGREEMENT. OMNI/TSA shall not make or allow to be made copies of or otherwise reproduce the Confidential Information provided to it or any part thereof, except as reasonably required in connection with the fulfillment of its obligations under this Agreement absent specific prior written consent of the Employer.

This Agreement shall in no way be construed to grant any right, license, or authorization to any party to use Confidential Information except as permitted in this Agreement. To the extent the OMNI/TSA retains a third party or affiliate to assist it in performing its duties as otherwise permitted under this Agreement, it shall similarly protect and restrict the use of Confidential Information by such third party or affiliate. Upon the termination of this Agreement, OMNI/TSA shall return to the Employer or its designee all of the Confidential Information as of a current date, received in the course of the OMNI/TSA/TSA performing the Services, in such form as is reasonably requested by the Employer. The obligations of the OMNI/TSA hereunder shall survive the termination of this Agreement.

The Employer acknowledges that the OMNI/TSA may, from time to time, disclose Confidential Information to the Employer, the Employer's representatives, the Employer's assignee(s), and/or the Investment Providers for the purpose of meeting its obligations under this Agreement and such disclosure shall not be considered a breach of this provision or the Agreement. All data is, will be, and will remain the property of the Employer and will be deemed Confidential Information of the Employer.

2. **Entire Agreement and Amendment.** This Agreement, together with any schedules, and exhibits attached hereto, contains the complete and exclusive understanding and agreement of the parties with respect to its subject matter and supersedes, merges, and replaces all prior writings, discussions and understandings relating to such subject matter. This Agreement may only be amended by a written agreement and signed by authorized representatives of both parties.
3. **Notices:** Notices or other communications given pursuant to this agreement shall be hand delivered, mailed by first class mail service, addressed as follows, or as changed by notice:

a)	To	U.S. OMNI & TSACG Compliance Services Attn: Managing Director, Finance P.O. Box 2799 Fort Walton Beach, Florida 32549
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b) To Employer: The Board Of Library Trustees of the Village of
Orland Park, Cook and Will Counties, Illinois
14921 S. Ravinia Ave
Orland Park, IL 60452

4. Assignment. Some or all of the rights and duties of OMNI/TSA hereunder may be assigned to an affiliate, or to any successor through merger, reorganization, or sale of assets. Some duties of OMNI/TSA may be performed by others under subcontract, without the release of OMNI/TSA for responsibility for such services. Otherwise, no party may assign this agreement nor any rights or duties hereunder without the prior written consent of the other party.
5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois. The Parties hereby consent to the exclusive jurisdiction of any State or Federal court located in Cook County, Illinois.
6. Severability. If any term or provision of this Agreement is found to be invalid or unenforceable for any reason, it shall be adjusted rather than avoided, if possible, so as best to accomplish the objective of the parties to the extent possible. In any event, the remaining terms and provisions shall be deemed valid and enforceable. It is expressly understood and agreed that each provision of this Agreement providing for a limitation of liability disclaimer or limitation of warranties, or exclusion of damages is intended by the parties to be severable and independent of any other provisions and to be enforced as such.
7. Waiver. No waiver of any term or right in this Agreement shall be effective unless in writing, signed by an authorized representative of the waiving party. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this Agreement thereafter. The rights and remedies of the parties herein provided shall be cumulative and not exclusive of any rights or remedies provided by law or equity.
8. Force Majeure. Neither party shall be responsible to the other party for any loss, damage, compliance error or expense caused by its failure to perform any duty or obligation under this Agreement which is due to causes beyond its control, such as an act of God, fire, flood, explosion, war, insurrection, riot, vandalism, terrorism, strike, power failure, interruption or loss of telephone/telecommunication services, or governmental act of regulation.
9. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute a single instrument.
10. Independent Consultant. OMNI/TSA shall act as an independent consultant and/or agent and not as an employee of the Employer. OMNI/TSA agency is limited in scope and pertains only to act on the Employer's behalf concerning any and all compliance matters pertaining to the Employer's 403(b) and/or 457(b) program OMNI/TSA shall furnish evidence of business liability and errors and omissions insurance in such limits of liability and written by an insurance company licensed in the state of Florida and acceptable to the Employer. OMNI/TSA shall be responsible for all taxes as an

independent consultant and/or OMNI/TSA. OMNI/TSA shall have no authority to bind the Employer or incur other obligations on behalf of the Employer.

11. Indemnification.

- a. Subject to the limitations set forth herein OMNI/TSA and Employer, each agree to the extent permitted by applicable law, to indemnify and hold the other party harmless against any and all liabilities, losses, costs or expenses (including reasonable legal fees and expenses) of whatsoever kind and nature which may be imposed on, incurred by or asserted against the other party at any time to the extent such liability, loss or expense results from the indemnifying party's negligence, breach of the terms hereof, or willful misconduct under this Agreement. Except as specifically provided otherwise in the preceding sentence, and to the extent permitted by applicable law, Employer shall indemnify and hold OMNI/TSA harmless against any and all liabilities, losses, costs or expenses (including reasonable legal fees and expenses) of whatsoever kind and nature which may be imposed on, incurred by or asserted against OMNI/TSA at any time in connection with OMNI/TSA's having acted upon the directions of Employer hereunder, or OMNI/TSA's having failed to act as a result of the absence of Employer directions.
- b. The indemnifying party shall have sole control of the defense and settlement of such claims and is not responsible for any settlement that it does not approve in writing; and the indemnitee renders all assistance required.
- c. The party seeking to be indemnified agrees to notify the indemnifying party of a claim within a reasonable time period. All notices shall comply with the notice requirements set forth herein.

12. Conflicts. OMNI/TSA/TSA warrants that it is under no obligation to any other entity that in any way conflicts with this Agreement and that it is free to enter into this Agreement.

13. Dispute Resolution. The following provisions apply to disputes, claims or lawsuits which may arise under this Agreement.

- a. Attempt to Resolve. Before a party initiates a lawsuit to address a dispute between the parties, they shall first engage in a good faith attempt to resolve the dispute. The parties must engage in the process set forth in this paragraph as a condition precedent to filing a legal action. Upon written notice of a dispute, each party shall appoint a designated representative, whose task will be to meet and attempt to resolve the dispute. The parties agree to enter into good faith negotiations including a meaningful exchange of information and documentation and to engage in settlement discussions in an attempt to resolve the dispute without the necessity of litigation. They shall do so for a period not less than 60 calendar days. The parties reserve the right to enter into mediation with a mutually agreeable dispute resolution specialist or professional.
- b. Venue: If a dispute cannot be resolved under the provisions of 13(a), the parties agree that any lawsuit arising out of or in connection with this Agreement shall be

brought in the United States District Court for the District in which the Employer maintains its principal place of business. In the event the United States District Court fails, declines or lacks jurisdiction to hear the case, the lawsuit shall be filed in the highest trial court of general jurisdiction in the county where the Employer maintains its principal offices or its place of business.

- c. Continuity of Services: In the event of a dispute between the Employer and the OMNI/TSA, the OMNI/TSA will continue to perform its obligations under this Agreement in good faith during the resolution of such dispute unless and until this Agreement is terminated in accordance with the provisions of Section 5 of the applicable Services Agreement or these Master Terms and Conditions.

Authorization of Agency

The Board Of Library Trustees of the Village of Orland Park, Cook and Will Counties, Illinois (Employer) With offices located at 14921 S. Ravinia Ave, Orland Park, IL 601452, pursuant to the terms and conditions of its Services Agreement with OMNI/TSACG Compliance Services, Inc., with principal office located at P.O. Box 2799, Ft. Walton Beach, Florida 32549 ("OMNI/TSACG") hereby appoints OMNI/TSACG as its duly authorized agent, to have full power and authority, as your Third Party Administrator ("TPA") to act on your behalf in any and all compliance matters pertaining to your 403(b) and/or 457(b) program, including but not limited to entering into Information Sharing Agreements with various service providers, pursuant to Section 1.403(b)-10(b)(2) of the Treasury Regulations.

Accordingly, OMNI/TSACG is authorized to execute any and all documents in connection with its role as your TPA, and do all things incidental to or in furtherance of compliance with Section 403(b) laws and regulations.

This authorization shall remain in full force and effect until such time as your Services Agreement with OMNI/TSACG expires or is terminated.

To induce any third party to act in reliance upon this document, you hereby agree that any third party receiving a duly executed copy, facsimile, or electronic form of this document may act in reliance thereon, and that revocation or termination of this document shall be ineffective as to such third party unless and until actual notice or knowledge of such revocation or termination shall have been received by such third party.

The individual whose signature appears below is duly authorized to execute this document.

Employer: [Redacted] Orland Park, Cook and Will Counties, Illinois

By: [Redacted] (Please print the name of individual signing)

Title: [Redacted]

Signature: [Redacted]

Date: X 12/17/2024

Address: 14921 Ravinia Avenue Orland Park, IL 601452

Telephone Number: 708-428-5201

Email: rkimmer@orlandparklibrary.org

17 of December, 2024

STATE OF Illinois

COUNTY OF Cook, s.s.

On the 17th day of December, 2024, before me the undersigned a notary public in and for said state, personally appeared Joanna M. Giotine, personally known to me, or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the document, the individual or the person upon behalf of which the individual acted, executed the document.

[Redacted]



Services Agreement

This service agreement ("AGREEMENT") is entered into this 1st day of January, 2025 (the "EFFECTIVE DATE") by The Board Of Library Trustees of the Village of Orland Park, Cook and Will Counties, Illinois, having a principal place of business located at 14921 S. Ravinia Ave, Orland Park, IL 60452 ("EMPLOYER"), and U.S. OMNI & TSACG Compliance Services, Inc. ("OMNI/TSA"), having principal places of business at P.O. Box 2799, Ft. Walton Beach, Florida 32549. This AGREEMENT sets forth the terms and conditions under which OMNI/TSA shall provide third party administrator services for EMPLOYER. It incorporates by reference and is governed by the Master Terms and Conditions ("MTC") located at <https://www.tsacg.com/TSA/media/TSA/content-files/forms/OMNI-TSA-NY-Address-Terms-and-Conditions.pdf>.

1. Scope of Work

WHEREAS, EMPLOYER sponsors certain voluntary retirement programs under Section 403(b), 457(b), 401(a), and other related plans ("Plan(s)") of the Internal Revenue Code (IRC), and OMNI/TSA provides retirement plan consulting, compliance, and administration services to Employers for such Plan(s). The parties agree that OMNI/TSA shall act as the third party administrator for EMPLOYER'S Plan(s) as of the EFFECTIVE DATE in accordance with the below-described provisions.

2. Responsibilities at Implementation

- a. Necessary Information – EMPLOYER agrees to provide and/or render reasonable assistance to provide OMNI/TSA all information relevant to the Plan(s) that is necessary for OMNI/TSA to fulfill its obligations under this AGREEMENT and implement services. EMPLOYER further agrees to provide all necessary information on a timely basis relative to services provided and service dates set forth in this AGREEMENT or agreed to by the Parties.
- b. Necessary Data – EMPLOYER agrees to provide all available data necessary to complete the services provided by OMNI/TSA as outlined in this AGREEMENT. Such data shall include, but not be limited to, existing plan documents, any relevant EMPLOYER policies and procedures, participating service provider information, other benefit plans that may affect the administration/compliance of the Plan(s), employee data relevant to Maximum Allowable Contribution (MAC) calculations to the extent possible, demographic/census data for all employees, and all additional information deemed necessary to permit OMNI/TSA to fulfill its obligations set forth in this AGREEMENT and implement services. Data required shall be supplied electronically by EMPLOYER in a format mutually agreed upon by the Parties.
- c. Necessary Agreements – OMNI/TSA shall provide all forms and agreements necessary for participants to contribute to the plan(s) such as the Salary Reduction Agreement ("SRA") and plan transaction forms. OMNI/TSA shall communicate any confidential information, including but not limited to plan contribution changes to EMPLOYER'S payroll department through secure e-mail, or other mutually agreeable platform that can securely transmit confidential information. OMNI/TSA shall enter into Information Sharing Agreements ("ISA") with Investment Providers on behalf of EMPLOYER. EMPLOYER agrees to execute an Authorization of Agency and SRA waiver and assist, as needed, in procuring any necessary agreements and forms to accomplish the implementation.

3. Ongoing Administration Services

OMNI/TSA shall provide the following ongoing administrative services:

- a. Participant Support services to address any plan inquiries.
- b. Maintain records of all transactions processed by OMNI/TSA and any records of data preceding OMNI/TSA services as provided by EMPLOYER.
- c. Maintain a distribution account for plan contributions.
- d. Serve as the common remitter for the Plan and promptly remit all funds to the employee's selected investment provider.
- e. Process SRA's received online, fax or mailed. OMNI/TSA shall communicate plan contribution changes by secure email to the EMPLOYER'S payroll department or other mutually agreeable platform that can securely transmit confidential information.
- f. Process all plan transactions such as age/severance/disability/death distributions, contract exchanges, transfers, loans, hardship/unforeseeable emergency withdrawals, service credit transfers, rollover contributions and QDRO's provided that EMPLOYER has begun to remit, and OMNI/TSA has been in possession, of all necessary documents such as EMPLOYER'S written plan.

- g. Provide EMPLOYER with yearly contribution limits for all contributing employees, including all applicable catch-up provision, and ongoing calculation and monitoring of said limits.
- h. Provide a Plan Document and provide amendments to the Plan pursuant to EMPLOYER'S request or changes in law during the term of this AGREEMENT.
- i. Verify that investment accounts are ready to receive contributions prior to communicating a contribution change to the EMPLOYER.
- j. Provide the EMPLOYER with a yearly notice of its plan to all eligible employees for 403(b) Universal Availability purposes. EMPLOYER shall distribute this notice to all employees at least once each calendar year.
- k. Agrees to cooperate with and offer assistance to the EMPLOYER in the event of an IRS audit of its 403(b) and/or 457(b) plan.
- l. Provide ongoing assistance, guidance, and information to Employers, their officials/administrators, employees, union representatives or investment providers with respect to the Plan including contributions, transactions, documents or any other related issues.
- m. Upon request, issue federal 1099-R form(s) for plan participants with respect to plan distributions that do not qualify for tax deferred treatment.
- n. Provide ongoing administrative support to Employer, including but not limited to, the development of appropriate policies/procedures regarding all employee retirement programs. Such administrative support includes research and development of any new programs that may be beneficial to the Employer and its employees.

The EMPLOYER shall perform the following:

- a) Transfer plan contribution funds via ACH or wire to OMNI/TSA's distribution account for remittance to employee's selected investment provider.
- b) Establish a secure email or other mutually acceptable platform to permit OMNI/TSA and EMPLOYER to transmit and receive confidential information and data.
- c) Provide OMNI/TSA will relevant information and data to permit OMNI/TSA to fulfill its obligations set forth in this AGREEMENT.
- d) Maintain responsibility of characterization of non-elective contributions and any other agreement it has relevant to the Plan(s), including but not limited to collective bargaining agreements, memorandum of agreements, etc.

Instruct staff to cooperate fully with OMNI/TSA and obtain all necessary information for OMNI/TSA to complete its duties set forth in this AGREEMENT.

4. Fees

EMPLOYER agrees that OMNI/TSA's fees for 403(b) and/or 457(b) administration services at the rates and methods shown in the Plan and Fee Schedule attached hereto as EXHIBIT A.

5. Term of Agreement

This AGREEMENT shall commence on the Effective Date and shall remain in effect until otherwise terminated. Either party may terminate this AGREEMENT upon 30 days written notice to the other party. Either party may cancel this AGREEMENT, immediately, in whole or in part, for material default, material breach, insolvency, bankruptcy, and inability to pay debts, or similar financial circumstances by the other. In the event of any such termination, OMNI/TSA shall invoice the EMPLOYER for any amounts due and payable for Services rendered to EMPLOYER prior to the effective date of termination and EMPLOYER shall pay such invoice within ten (10) days of EMPLOYER'S receipt thereof. Upon payment of such invoice, OMNI/TSA shall deliver to EMPLOYER all work completed up to the effective date of such termination and neither party shall have any further obligation or liability to the other.



In witness whereof, the Parties hereto have caused this AGREEMENT to be executed by the duly authorized representatives as follows:

THE BOARD OF LIBRARY TRUSTEES OF THE VILLAGE OF ORLAND PARK, COOK AND WILL COUNTIES, ILLINOIS		OMNI AND TSACG COMPLIANCE SERVICES, INC.	
Signed:			
Print name:			Janet Williamson
Title:	PRESIDENT	Title:	Managing Director, Finance & HR
Date:	12/16/2024	Date:	
EIN:	36-2681223	EIN:	16-1538542

EXHIBIT A

Plan and Fee Schedule

Services

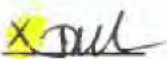
- 403(b)
- 457(b)

Fee Schedule

Employer Pay

- 50 or less contributing participants non-SPARK vendors - \$1,200.00 annually to be invoiced monthly

The Board Of Library Trustees of the Village of Orland Park,
Cook and Will Counties, Illinois

Initials 

Salary Reduction Agreement (SRA) Waiver

To properly implement 403(b) and 457(b) services, it is necessary to obtain information typically found on a participant's Salary Reduction Agreement (SRA). Because the collection of SRA's is a time intensive process, OMNI/TSACG streamlines the startup phase by receiving this information through the submission of your initial data and first remittance files. Together these files will contain all of the information necessary for OMNI/TSACG to start remitting on your behalf.

Once remittances have begun, any employee wishing to start, stop, or otherwise changes deductions will be required to complete a new SRA form with OMNI/TSACG.

If you wish OMNI/TSACG to use your initial data and first remittance files in lieu of obtaining existing SRA forms for current participants, please complete the authorization below.

Employer Authorization

The Board Of Library Trustees of the Village of Orland Park, Cook and Will Counties, Illinois authorizes U.S. OMNI & TSACG Compliance Services to rely solely on information provided in the initial data file and the first remittance file to establish the deduction profile for all currently participating employees.

Any future changes in deduction profiles (stop, start, change of amount, change of Investment provider) must be completed through OMNI/TSACG's online SRA processing system. The Board Of Library Trustees of the Village of Orland Park, Cook and Will Counties, Illinois will remain responsible for maintaining employee SRA forms and related records dated prior to the date of the first remittance by OMNI/TSACG to the plan's investment providers.

Signature:



Printed Name: X DANNA M. LUCINE LENTINI

Title: X PRESIDENT

Date: X 12/16/2024

403(b) Adoption Agreement

The Board Of Library Trustees of the
Village of Orland Park, Cook and Will
Counties, IL

Aggregator ID:

**Non-ERISA VOLUME SUBMITTER 403(b) PLAN DOCUMENT
FOR PUBLIC SCHOOLS, ADOPTION AGREEMENT #04002**

The undersigned Employer hereby adopts a section 403(b) plan in the form a Volume Submitter 403(b) plan attached hereto, and agrees that the following terms, definitions, and elections shall be part of such 403(b) Plan. Where applicable, certain Items have a Default Provision indicated below the Item number that will apply if no election is made by the Employer.

EMPLOYER INFORMATION

1. Employer Name: The Board Of Library Trustees of the Village of Orland Park, Cook and Will Counties

Address: 14921 S. Ravinia Ave

City: Orland Park

State: IL

Zip Code: 60452

Phone: 708-428-5201

2. Contact Person: Ross Kimmey

Phone: 708-428-5201

Email: rkimmey@orlandparklibrary.org

3. Employer Identification Number: XXXXXXXXXX

4. The Administrator shall be (entity that administers the Plan):

- ☐ (a) The Employer ☐ (b) The Employer Jointly with the Vendors
☒ (c) A designated Administrator (specify): U.S OMNI & TSACG Compliance Services

PLAN INFORMATION

5. Sponsor of the 403(b) Volume Submitter Plan: U.S. OMNI & TSACG Compliance Services

Address: 73 Eglin Parkway NE, Suite 202, Fort Walton Beach, FL 32548

Phone: 888-777-5827

E-mail: plansupport@tsacg.com

6. (a) Name of Plan: The Board Of Library Trustees of the Village of Orland Park, Cook and Will Counties 403(b) Plan

(b) This Plan is a Multiple Employer Plan ☐ Yes; ☒ No. If Yes, name of Plan Sponsor: _____

7. (a) Plan Year:

- ☒ (1) The calendar year;
☐ (2) The 12-consecutive month period beginning on _____; or
☐ (3) An initial short Plan Year beginning on _____ and ending on _____ and thereafter the 12-consecutive month period beginning on _____ and ending on _____
☐ (4) A short Plan Year beginning on _____ and ending on _____

(b) Limitation Year:

- ☐ (1) The Plan Year
☒ (2) The calendar year
☐ (3) The 12-consecutive month period beginning on _____
☐ (4) An initial short Plan Year beginning on _____ and ending on _____ and thereafter the 12-consecutive month period beginning on _____ and ending on _____
☐ (5) A short Plan Year beginning on _____ and ending on _____

8. Effective Date: The Employer has completed and signed this Adoption Agreement in order to:

		Initial Effective Date	Amendment/Restatement Effective Date
☐ (a)	Establish a new 403(b) plan (not earlier than the 1 st day of current Plan Year)		N/A
☐ (b)	Restate a 403(b) plan previously adopted by the Employer (restatement date cannot be earlier than 1-01-2009, but not later than 1-01-2010 unless the initial effective date is after 1-01-2010)		
☒ (c)	Amend a 403(b) plan previously adopted by the Employer (Amendments made, if applicable: _____)	06/16/2008	01/01/2025

9. The Plan shall accept the following contribution types (check all that apply and complete the corresponding section(s) of the Adoption Agreement, if applicable):

☒ (a)	Pre-Tax Elective Deferrals	☒ (j)	Rollovers
☒ (b)	Post-Tax Roth Elective Deferrals	☒ (k)	Plan-to-Plan Transfers
☒ (c)	Age 50 Catch-up Contributions	☒ (l)	Exchanges (as outlined in the Administrative Appendix)

☐ (d)	Special Catch-up after 15 years of service	☐ (m)	PTO – Sick Leave
☐ (e)	Nondeductible Employee (After-Tax) Contributions	☐ (n)	PTO – Vacation
☐ (f)	Mandatory Employee Contribution	☐ (o)	Social Security Replacement
☒ (g)	Employer Nonelective Contributions pursuant to the Collective Bargaining Agreement and/or the employment contract	☐ (p)	ORP Contributions subject to Article XII of the Plan
☐ (h)	Employer Matching Contributions pursuant to the Collective Bargaining Agreement and/or the employment contract	☐ (q)	Supplemental 403(b) Contributions (subject to Article XII of the Plan)
☒ (i)	Post-Employment Employer Contributions	☐ (r)	Deemed IRA

10. In computing a Participant's Compensation (as defined under Section 2.14 of the Plan, the following shall be excluded:

		All Contributions	Elective Deferrals	Mandatory Contributions	Employer Contributions
☒ (a)	No exclusions. All compensation will be included.	☒	☐	☐	☐
☐ (b)	Overtime	☐	☐	☐	☐
☐ (c)	Bonuses	☐	☐	☐	☐
☐ (d)	Other (describe another exclusion, for example, stipends):	☐	☐	☐	☐

11. (a) Compensation shall be determined over the following Determination period: ☐ (1) the Plan Year; or ☒ (2) a consecutive 12-month period ending with or within the Plan Year. Enter the day and the month this period begins: 01 (day) 01 (month). For Employees whose date of hire is less than 12 months before the end of the 12-month period designated, compensation will be determined over the Plan Year.

(b) For purposes of allocating Employer Contributions, Compensation ☐ (1) shall ☒ (2) shall not include amounts paid prior to a Participant's Entry Date.

12. Allocation Periods for Contributions (This will determine if additional contributions need to be made for a given year:

		All Contributions	Matching	Nonelective
☐ (a)	Weekly	☐	☐	☐
☐ (b)	Bi-Weekly	☐	☐	☐
☐ (c)	Quarterly	☐	☐	☐
☐ (d)	Annual	☐	☐	☐
☒ (e)	Per Pay	☒	☐	☐
☐ (f)	Other (specify): _____	☐	☐	☐

ELIGIBILITY AND PARTICIPATION – ELECTIVE DEFERRALS

13. The following Employees shall be eligible under the Plan to make Elective Deferrals (Check (a) or (b)):

☒ (a) All Employees of the Employer.

☐ (b) All Employees of the Employer except the following category(ies):

- ☐ (1) Nonresident aliens described in section 410(b)(3)(C) of the Code, who receive no earned income from the Employer which constitutes income from sources within the U.S.
- ☐ (2) Employees who normally work less than 20 hours per week. An Employee normally works fewer than 20 hours per week if, for the 12-month period beginning on the date the Employee's employment commenced, the Employer reasonably expects the Employee to work fewer than 1,000 hours of service (as defined under section 410(a)(3)(C) of the Internal Revenue Code) in such period, and, for each Plan Year ending after the close of that 12-month period, the Employee has worked fewer than 1,000 hours of service in the preceding 12-month period. Under this provision, an Employee who works 1,000 or more hours of service in the 12-month period beginning on the date the Employee's employment commenced or in a Plan Year ending after the close of that 12-month period shall then be eligible to participate in the

- Plan. Once an Employee becomes eligible to have Elective Deferrals made on his or her behalf under the Plan under this standard, the Employee cannot be excluded from eligibility to have Elective Deferrals made on his or her behalf in any later year under this standard.
- ☐ (3) Employees who are eligible to make Elective Deferrals under another plan, including an IRC section 457(b) eligible governmental plan; a 401(k) qualified cash or deferred arrangement of the Employer or another section 403(b) Plan of the Employer
- ☐ (4) Employees who are students performing services described in section 3121(b)(10) of the Code.

(c) If 13(b)(2) is elected above, then the following rule will apply for subsequent years in determining whether the Employee is eligible for the Plan. The initial computation period shall begin on the date of hire and end on the anniversary thereof. Subsequent eligibility computation periods shall commence with:

- ☐ (1) the anniversary of the Employee's employment commencement date; or
- ☐ (2) the Plan Year which commences prior to the Employee's first anniversary of his employment commencement date.

- (d) ☐ (1) The Employer elects to reduce the required Hours of Service per year in 13(b)(2) to _____ (not to exceed 1000) Hours; or
- ☐ (2) N/A.

14. The Entry Date of a Participant with respect to Elective Deferrals shall be:

- ☐ (a) On the first day of the month following date of employment;
- ☐ (b) After the completion of _____ days (may be 30 or 60 days, if Employee receives information on the Plan within the first 30 days of employment)
- ☒ (c) Entry Date shall mean the Employee's employment commencement date and deferrals elections shall be effective in the next pay period.
- ☐ (d) Other (Specify. May not exceed 60 days from satisfaction of eligibility requirements): _____

15. Employees are permitted to make Pre-Tax Elective Deferrals to the Plan as follows:

- ☒ (a) Elective Deferrals of up to the maximum amount permitted under sections 403(b) and 415 of the Code are permitted.
- ☐ (b) Elective Deferrals of up to _____ % (not to exceed 100%) of a Participant's Compensation are permitted.

16. If Roth 403(b) Elective Deferrals are permitted under the Plan then Excess Deferrals will first be corrected from the:

- ☒ (a) regular Pre-tax Elective Deferral Account; or
- ☐ (b) Roth Elective Account
- ☐ (c) N/A.

AUTOMATIC ENROLLMENT

In consideration of the following provisions, an Employer should determine whether automatic enrollment is permitted under the applicable State law prior to adopting this provision.

17. The Eligible Automatic Contribution Arrangement (EACA) provisions of Article 3.03 of the Plan:

- ☒ (a) shall not apply
- ☐ (b) shall apply and the Default Percentage indicated below shall be automatically withheld and contributed to the Plan as a Pre-Tax Elective Deferral.

18. (a) Covered Employee for Purposes of Eligible Automatic Contribution Arrangement (EACA):

Employees covered under the EACA are (Check one of the options below.):

- ☐ (1) All Participants
- ☐ (2) All Participants who do not have an affirmative election in effect regarding Elective Deferrals
- ☐ (3) All Participants who become Participants on or after the effective date of the EACA and who do not have an affirmative election in effect regarding Elective Deferrals

(b) Default Percentage (Check one of the options below and insert a percentage or percentages and, if applicable, a date.):

- ☐ (1) The Default Percentage is _____% (a uniform percentage of each Covered Employee's Compensation for the applicable pay period)
- ☐ (2) The Initial Default Percentage is _____% (a uniform percentage of each Covered Employee's Compensation for the applicable pay period) and will increase by one percentage point as described in Section 3.03 of Article III of the Plan until the Default Percentage is _____. (Insert the highest default percentage that will apply) Each increase will be effective with the first pay period of the Plan Year or the first pay period after the date inserted here: _____.

ROLLOVER/TRANSFER AND OTHER EMPLOYEE CONTRIBUTION PROVISIONS

19. (a) Direct Rollovers: The Plan will accept a Direct Rollover of an Eligible Rollover Distribution from (check each that applies or N/A):

- ☐ (1) N/A. The Plan will not accept Direct Rollovers from any plan.
- ☒ (2) a qualified plan described in section 401(a) or 403(a) of the Code, excluding After-Tax employee contributions.
- ☐ (3) an annuity contract described in section 403(b) of the Code, including After-Tax employee contributions.
- ☒ (4) an annuity contract described in section 403(b) of the Code, excluding After-Tax employee contributions.
- ☒ (5) an eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state.

(b) The Plan ☒ (1) will ☐ (2) will not accept Designated Roth accounts from any of the plans selected in 19(a)

20. Participant Rollover Contributions

(a) Participant Rollover Contributions from Other Employer Plans: The Plan will accept a Participant contribution of an Eligible Rollover Distribution from (check each that applies or N/A):

- ☐ (1) N/A. The Plan will not accept Rollover Contributions from any employer plan.
- ☒ (2) a qualified plan described in section 401(a) or 403(a) of the Code, excluding after-tax employee contributions.
- ☒ (3) an annuity contract described in section 403(b) of the Code, excluding after-tax employee contributions.
- ☒ (4) an eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state.

(b) The Plan ☒ (1) will ☐ (2) will not accept Designated Roth accounts from any of the plans selected in 20(a)

(c) Participant Rollover Contributions from IRAs: The Plan (choose one):

(1) ☒ will (2) ☐ will not accept a Participant Rollover Contribution of the portion of a distribution from an individual retirement account or annuity described in section 408(a) or 408(b) of the Code that is eligible to be rolled over and would otherwise be includible in gross income.

21. In-Plan Roth Rollovers:

(a) The Plan ☒ (1) will ☐ (2) will not permit In-Plan Roth Rollovers of distributable amounts.

(b) The Plan ☒ (1) will ☐ (2) will not permit In-Plan Roth Rollovers of otherwise non-distributable amounts.

22. Deemed IRA Contributions. A Participant may make Deemed IRA contributions to the following type(s) of IRA Accounts established in accordance with Article XIII of the Plan:

- ☐ (a) Traditional
☐ (b) Roth
☐ (c) Either (a) or (b) above as designated by the Participant at the time the contribution is made

23. Mandatory Employee Contributions shall be required to be made by the following Employees:

- ☐ (a) _____% of each eligible Employee's Compensation if such Employee was hired after: _____; and if applicable
☐ (b) _____% of each eligible Employee's Compensation if such Employee was hired after _____, and was a participant in _____ (e.g. state retirement plan) but after receiving a choice has elected to participate in this Plan.

DISTRIBUTION PROVISIONS

24. Pursuant to the underlying Individual Agreements, the following transactions are permitted:

(a) Select all that apply and specify the corresponding sources from which the withdrawal can be made:

		All Contributions	Elective Deferrals	Mandatory Contributions	Employer Contributions
☒ (1)	Financial Hardship Distributions	☒	☐	☐	☐
☒ (2)	Loans	☒	☐	☐	☐
☒ (3)	Distributions at age 59 1/2	☒	☐	☐	☐

(b) The following transactions are permitted:

☒ (1)	Plan-to-Plan transfers to another Employer Plan
☒ (2)	Transfers to a State Retirement Plan to purchase service credits
☒ (3)	Distribution of Rollover Contributions at any time

(c) The following distributions are permitted from Employer Contributions under Annuity Contracts only:

☒ (1)	Attained Age of <u>59 1/2</u>
☐ (2)	After _____ Years of Service

25. If permitted by the underlying Individual Agreements, the Plan (a) ☐ will, (b) ☒ will not permit the distribution of Small Account Balances from the Plan.

EMPLOYER CONTRIBUTIONS

26. Employer Contributions

- ☐ (a) Employer Contributions shall not be made.
- ☒ (b) Employer Contributions shall be made as follows (check all types that apply):
- ☒ (1) Employer Contributions shall be made in accordance with any applicable collective bargaining agreements or employment contracts as shall be determined from time to time by the Employer.
- ☐ (2) Discretionary Contribution Formula: Nonelective Employer contributions will be allocated to each Participant in the ratio that such Participant's Compensation bears to the compensation of all Participants to whom Nonelective Employer contributions are allocated determined annually by the Employer.
- ☐ (3) Definite Contribution Formula: For each Plan Year, the Employer will contribute for each eligible Participant an amount equal to _____% or \$_____ of such Participant's Compensation.
- ☒ (4) Employer Post-Employment Contributions shall be made.
- ☐ (5) Employer Matching Contributions shall be made under the following formula:
- ☐ (A) _____ percent of the Participant's Elective Deferrals
- ☐ (B) _____ percent of the Participant's Employee Contributions
- ☐ (C) The Employer shall not match amounts provided in excess of \$_____, or in excess of _____ percent, of the Participant's Compensation
- ☐ (D) An amount, if any, determined by the Employer
- ☐ (6) ORP Contributions under the State of _____ made pursuant to the applicable laws of the ORP.

- ☐ (7) Employees hired after _____ where such Employees are making a Mandatory Employee Contribution of _____%, shall receive an Employer Nonelective Contribution of _____% of Compensation.

ELIGIBILITY AND PARTICIPATION – EMPLOYER CONTRIBUTIONS

27. All Employees of the Employer (including employers required to be aggregated under sections 414(b), (c), (m), or (o) of the Code) will be eligible to participate in this Plan except the following:

		Nonelective	Matching
☒ (a)	N/A. There is no age or service requirement.	☒	☐
☐ (b)	Employees who have not attained age _____ (cannot exceed age 21)	☐	☐
☐ (c)	Employees who have not completed _____ Year(s) of Service; or _____ Month(s) of Service; or _____ Day(s) of Service. (Cannot exceed 1 year unless the Plan provides a nonforfeitable right to 100% of the Participant's account balance derived from Employer contributions after not more than 2 years of service in which case up to 2 years is permissible. If the Year(s) of Service selected is or includes a fractional year, an employee will not be required to complete any specified number of Hours of Service to receive credit for such fractional year.)	☐	☐

28. All Employees who are members of eligible classes of employees shall be eligible to participate in the Plan except:

		Nonelective	Matching
☒ (a)	N/A. There are no exclusions	☒	☐
☐ (b)	Nonresident Aliens (see Section 2.28 of the Plan)	☐	☐
☐ (c)	Employees who become Employees as the result of a "section 410(b)(6)(C) transaction"	☐	☐
☐ (d)	Employees of the following employer(s) aggregated with the Employer under section 414(b), (c), (m), or (o) of the Code:	☐	☐
☐ (e)	Hourly Rated Employees	☐	☐
☐ (f)	Other (specify): _____ (Note: Insert an exclusion category, e.g. Division A Employees.)	☐	☐
☐ (g)	Nonresident Aliens (see Section 2.28 of the Plan)	☐	☐

29. (a) Eligibility under the Plan will be extended to all Employees who satisfied the eligibility requirements of this Plan with the following prior unrelated employer(s): ☐ (1) _____; ☒ (2) N/A

(b) The eligibility and service requirements in Item #27 above ☐ (1) are ☐ (2) are not waived with respect to Employees employed on the Effective Date of this Plan. If these requirements are waived, such Employees shall become Participants in the Plan as of the Effective Date of the Plan.

30. Service for eligibility and vesting will be determined on the basis of the method selected below. Only one method may be selected and such method will be applied to all Employees covered under the Plan.

- ☒ (a) On the basis of actual hours for which an Employee is paid or entitled to payment
- ☐ (b) On the basis of days worked. An Employee will be credited with ten (10) hours of service if under Section 2.25 of the Plan such Employee would be credited with at least one (1) Hour of Service during the day
- ☐ (c) On the basis of weeks worked. An Employee will be credited with forty-five (45) Hours of Service if under Section 2.25 of the Plan such Employee would be credited with at least one (1) Hour of Service during the week
- ☐ (d) On the basis of semi-monthly payroll periods. An Employee will be credited with ninety-five (95) Hours of Service if under Section 2.25 of the Plan such Employee would be credited with at least one (1) Hour of Service during the semi-monthly payroll period
- ☐ (e) On the basis of months worked. An Employee will be credited with one hundred ninety (190) Hours of Service if under Section 2.25 of the Plan such Employee would be credited with at least one (1) Hour of Service during the month
- ☐ (f) On the basis of Elapsed Time, as provided for in Section 2.43(b)(2) of the Plan

31. (a) Subsequent Eligibility Computation Periods shall commence with: ☒ (1) the anniversary of the Employee's employment commencement date; or ☐ (2) the Plan Year which commences prior to the Employee's first anniversary of his employment commencement date. (b) Subsequent Vesting Computation Periods shall commence with: ☐ (1) the anniversary of the Employee's employment commencement date; or ☐ (2) the Plan Year which commences prior to the Employee's first anniversary of his employment commencement date.																			
32. An Employee who has completed the eligibility requirements shall enter the Plan on the following Entry Date:																			
		Nonelective	Matching																
☐ (a)	There are no age and service requirements. Entry Date shall mean the Employee's employment commencement date.	☐	☐																
☒ (b)	The day on which the Employee satisfies the eligibility requirements	☒	☐																
☐ (c)	The first day of the Plan Year in which the Employee satisfies the eligibility requirements	☐	☐																
☐ (d)	The first day of the first month or the first day of the 7th month of the Plan Year coinciding with or next following the satisfaction of the Plan's eligibility requirements	☐	☐																
☐ (e)	The first day of the month in which the Participant satisfies the eligibility requirements	☐	☐																
☐ (f)	The first day of the following months after the Employee satisfies the eligibility requirements	☐	☐																
33. All of an Employee's Years of Service with the Employer are counted to determine the Vested Percentage in the Participant's Employer Contribution except: ☐ (a) N/A. All Years of Service will count toward Vesting ☐ (b) Years of Service before age 18 ☐ (c) Years of Service before the Employer maintained this Plan or a predecessor plan																			
34. Each Participant's Vested Percentage in his Employer Contribution Account shall be determined as follows:																			
		Nonelective	Matching																
☒ (a)	Vesting Formula #1 - 100% vested at all times	☒	☐																
☐ (b)	Vesting Formula #2 - 100% vested after ____ (not to exceed three) Years of Service	☐	☐																
☐ (c)	Vesting Formula #3: <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left; width: 30%;">Years of Service</th> <th style="text-align: left;">Vested Percentage</th> </tr> <tr> <td>Less than 1</td> <td>_____</td> </tr> <tr> <td>1</td> <td>_____</td> </tr> <tr> <td>2</td> <td>_____ (not less than 20%)</td> </tr> <tr> <td>3</td> <td>_____ (not less than 40%)</td> </tr> <tr> <td>4</td> <td>_____ (not less than 60%)</td> </tr> <tr> <td>5</td> <td>_____ (not less than 80%)</td> </tr> <tr> <td>6 or more</td> <td>100%</td> </tr> </table>	Years of Service	Vested Percentage	Less than 1	_____	1	_____	2	_____ (not less than 20%)	3	_____ (not less than 40%)	4	_____ (not less than 60%)	5	_____ (not less than 80%)	6 or more	100%	☐	☐
Years of Service	Vested Percentage																		
Less than 1	_____																		
1	_____																		
2	_____ (not less than 20%)																		
3	_____ (not less than 40%)																		
4	_____ (not less than 60%)																		
5	_____ (not less than 80%)																		
6 or more	100%																		
☐ (d) Notwithstanding the Vesting Formula selected above, all Participants as of ____ will be 100% vested.																			
35. Forfeitures not used to restore Participant's Accounts or pay expenses will be (choose one):																			
		Nonelective	Matching																
☐ (a)	allocated in addition to the Employer Contributions	☐	☐																
☐ (b)	used to reduce any required Employer contributions	☐	☐																
☐ (c)	used to reduce Employer Matching Contributions and any remainder allocated in addition to the Employer Contribution	☐	☐																

☐ (d) used to reduce Employer Contributions in the following order and manner: ☐ (1) for the current Plan Year ☐ (2) for the subsequent Plan Year ☐ (3) Other (describe; must be determined on a nondiscriminatory basis): _____	☐	☐
☒ (e) N/A. 100% vesting has been elected and there are no forfeitures under the Plan.		
36. Forfeitures arising on account of termination of employment shall be allocated as of the last day of the Plan Year which is concurrent with or next follows:		
☐ (a)	Employee's termination of employment	
☐ (b)	Employee having incurred a 1-year Break in Service	
☐ (c)	Employee having incurred 2 consecutive 1-year Breaks in Service	
☐ (d)	Employee having incurred 5 consecutive 1-year Breaks in Service	
☐ (e)	The later of the payment of the vested benefit or the Employee having incurred 5 consecutive 1-year Breaks in Service	
☒ (f)	N/A. 100% vesting has been elected and there are no forfeitures under the Plan.	
OVERRIDING LANGUAGE FOR MULTIPLE PLANS		
37. If the Participant is covered under another Section 403(b) plan of the Employer, other than a Section 403(b) Volume submitter or prototype plan, the provisions of Section 5.01 of Article V will apply as if the other plan were a Section 403(b) volume submitter or prototype 403(b) plan.		
RELIANCE ON ADVISORY LETTER AND ACKNOWLEDGEMENTS		
38. Reliance and Acknowledgements: - This Adoption Agreement may be used only in conjunction with basic Plan Document #04. - The Sponsor will inform the adopting Employer of any amendments it makes to the Plan or of its discontinuance or abandonment of the Plan. - The Employer must complete a new signature page if it modifies any prior elections or makes new elections in its Adoption Agreement. - Failure to properly complete this Adoption Agreement may result in loss of favorable tax treatment for the Plan. The Employer's tax advisor should review the Plan and this Adoption Agreement prior to the Employer adopting such plan. - The Employer may rely on the Advisory Letter issued for the approved specimen plan, except to the extent that the Employer's Plan is not identical to the approved specimen plan, disregarding any differences attributable solely to the Employer's choices of options provided under the specimen plan.		
AUTHORIZED SIGNATURE AND CERTIFICATION		
39. The undersigned Employer acknowledges receipt of a copy of the Plan, Administrative Appendix and this Adoption Agreement on the date indicated below. The adopting Employer by signing below certifies that: - The Employer is an educational organization described in section 170(b)(1)(A)(ii); and - For purposes of the nondiscrimination requirements of section 403(b)(12) the Plan is a Governmental Plan within the meaning of section 414(d) of the Code of a Public School; or a Governmental Plan of an organization described in section 501(c)(3) of the Code.		
Name of Employer: <u>The [REDACTED] Cook and Will Counties</u>		
Signature of Employer: <u>[REDACTED]</u> Date: <u>X 12/14/2024</u>		
Name of Signer: <u>X [REDACTED]</u> Title: <u>X President</u>		

ADMINISTRATIVE APPENDIX

EMPLOYER NAME: The Board Of Library Trustees of the Village of Orland Park, Cook and Will Counties, IL

PART A: RESPONSIBILITIES

The following checklist outlines responsibilities associated with the Plan and the entity obligated to each item. If there is an item without an assignment of responsibility, such item becomes the duty of the Employer as the sponsor of the plan.

		TPA	Vendor(s)	Employer	Other (specify)	N/A
I. PLAN FINANCIAL REPORTING						
1.	Review and verify accuracy of Spark File or other Data Sharing Information and notify Vendor of errors. (This includes an annual audit to make sure that all amounts and sourcing did get credited to the proper participant in the Plan.)	☒	☐	☐		☐
II. ENROLLMENT OF PARTICIPANTS						
2.	If applicable, provide Employee census information prior to each entry date to determine eligibility	☐	☐	☐		☒
3.	Evaluate eligibility to determine who enters the plan on each entry date	☐	☐	☐		☒
4.	Provide enrollment forms to eligible employee (for deferral elections, investment elections, and beneficiary designations)	☒	☒	☒		☐
5.	Provide mandatory notices at enrollment for Universal Availability	☒	☐	☒		☐
6.	Provide other required notices at enrollment, such as "deemed" control group (owning outside business)	☐	☐	☒		☐
7.	Verify deferral percentage for new participants	☐	☐	☐		☒
8.	Analyze eligibility service and vesting service to be credited to rehired employees	☐	☐	☐		☒
9.	If Plan does not provide for full and immediate vesting, determine forfeitures that must be restored for rehired participants	☐	☐	☒		☐
10.	If certain types of compensation is excluded, evaluate compensation types for participant and ensure that deferrals are being removed from all relevant compensation types (check exclusions, e.g., stipends, coaching bonuses, club sponsorships)	☐	☐	☒		☐

ADMINISTRATIVE APPENDIX

		TPA	Vendor(s)	Employer	Other (specify)	N/A
11.	Confirm that proposed deferrals do not exceed plan defined limits or legal maximums	☒	☐	☒		☐
12.	Verify entry and commencement of deferrals for new participants	☐	☐	☒		☐
13.	Provide completed enrollment forms to Vendor (Agent)	☐	☒	☐		☐
14.	Maintain copies of deferral and investment elections and all changes made	* ☒	☐	☐	*SRA Services Only	☐
15.	Collect and maintain copies of beneficiary designations and changes to same	☐	☒	☐		☐
16.	If Plan does not provide for full and immediate vesting, determine initial vesting computation period	☐	☐	☒		☐
III. CONTRIBUTION DETERMINATION						
17.	Identify census parameters	☐	☐	☐		☒
18.	Provide census information to determine contribution limits, vesting	☐	☐	☒		☐
19.	If Employees are not immediately eligible, determine employees eligible to participate in each type of contribution allocation	☐	☐	☐		☒
20.	Verify type of contributions made (pre-tax deferral, Roth, employer, rollovers, etc.)	☒	☒	☒		☐
21.	If compensation is excluded, determine includible compensation for participant for each type of contribution, if different	☐	☐	☒		☐
22.	Determine amount of each type of employer contribution for each participant	☐	☐	☒		☐
23.	If Plan accepts Employer contributions, determine amount of true-up matching contribution at year end (if any)	☐	☐	☒		☐
24.	If Plan accepts Employer contributions, verify that matching contributions do not exceed plan defined limits	☒	☐	☒		☐
25.	If Plan accepts Employer contributions, determine maximum contribution under IRC §415 and verify that contributions do not exceed that limit	☒	☐	☒		☐
26.	Determine and maintain records of separate accounting for all types of contributions	☒	☒	☒		☐

ADMINISTRATIVE APPENDIX

		TPA	Vendor(s)	Employer	Other (specify)	N/A
IV. VESTING AND FORFEITURES						
27.	Determine and maintain records of vesting service	☐	☐	☒		☐
28.	Determine and maintain records of vested percent	☐	☐	☒		☐
29.	Determine timing of forfeiture from a participant's account	☐	☐	☒		☐
30.	Determine use of forfeiture	☐	☐	☒		☐
31.	Determine amount to be contributed based on use of forfeitures to reduce employer contribution (if applicable)	☐	☐	☒		☐
V. OTHER ALLOCATIONS						
32.	Allocate investment gains/losses	☐	☒	☐		☐
33.	Allocate contribution	☐	☒	☐		☐
VI. ANNUAL COMPLIANCE LIMITATIONS						
34.	Prepare annual Universal Availability Notice	☒	☐	☒		☐
35.	Deliver annual Universal Availability Notice	☐	☐	☒		☐
36.	Monitor statutory limits – Annual 415 limit, Compensation §401(a)(17), Elective Deferrals §402(g), Age 50 Catch-up §414(v), 15 year Catch-up	☒	☐	☐		☐
37.	Determine if additional plans must be aggregated with this Plan for overall limits	☒	☐	☐		☐
VII. ELECTIVE DEFERRALS						
38.	Process and verify deferral elections each payroll period to ensure proper deferral by participant, including deferral changes	* ☒	☐	☒	*SRA Services Only	☐
39.	Reconcile deferral changes made between payrolls	* ☒	☐	☒	*SRA Services Only	☐
40.	Provide annual mandatory notices (Universal Availability, Automatic Enrollment, Other _____) (if applicable)	☒	☐	☒		☐
41.	If Universal Availability failed, determine amount to be contributed with lost earnings. Amounts are contributed as earmarked as a QNEC (employer contribution). Amend plan to accept QNECs if necessary	☐	☐	☐		☒

ADMINISTRATIVE APPENDIX

		TPA	Vendor(s)	Employer	Other (specify)	N/A
42.	Ensure deposits of salary deferrals are made to Vendor within required timeframe	* ☒	☐	☒	*If Common Remitting Provided	☐
VIII. DISTRIBUTIONS OF BENEFITS						
43.	Prepare and maintain distribution notices and elections	☐	☒	☐		☐
44.	Provide distribution forms to participant, including 402(f) notice for rollover information	☐	☒	☐		☐
45.	Review distribution forms to see if fully completed and signed by appropriate parties	☒	☒	☐		☐
46.	Evaluate eligibility to receive a distribution	☒	☒	☐		☐
47.	Authorize distributions and other transactions	☒	☒	☐		☐
48.	Confirm vested interest on termination of employment	☐	☒	☐		☐
49.	Determine amount to be distributed	☒	☒	☐		☐
50.	If Plan permits Roth Deferrals, determine basis in Roth Distributions	☐	☒	☐		☐
51.	If Plan permits Roth Deferrals, determine and maintain beginning date for Roth qualification period	☐	☒	☐		☐
52.	If Plan permits Roth Deferrals, determine whether Roth distribution is qualified	☒	☒	☐		☐
53.	Proper Income tax withholding deposit made and IRS reporting on Form 945	☐	☒	☐		☐
54.	Form 1099-R provided to participant and IRS	☐	☒	☐		☐
55.	Determine cash-out amounts for the year (e.g., accounts for terminated participants with less than \$1,000 value). Only available for Group Annuities or Group Custodial Agreements	☐	☐	☐		☒
56.	If elected under the Plan, determine amounts to be moved to an automatic IRA rollover (e.g., amounts for terminated participants with \$1,000 to \$5,000 in value)	☐	☐	☐		☒
57.	If permitted under the Plan, evaluate eligibility for hardship distribution	☒	☐	☐		☐
58.	If permitted under the Plan, notify of ceasing deferrals for 6 months, confirm that deferrals have ceased, solicit new deferral form after 6 months	☐	☐	☐		☒

ADMINISTRATIVE APPENDIX

		TPA	Vendor(s)	Employer	Other (specify)	N/A
59.	Evaluate proposed QDRO to determine if it qualifies as such	☒	☐	☐		☐
60.	Communicate to participant/former spouse regarding QDRO receipt (and provide copy of QDRO Policy) and QDRO determination	☒	☐	☐	Legal Counsel	☐
61.	Segregate account and initiate distribution to Alternate Payee	☐	☒	☐		☐
62.	Authorize and verify requirements for Exchanges, 403(b) Transfers and Transfers to State DB Plan	☒	☐	☐		☐

IX. PARTICIPANT LOAN, IF AVAILABLE

63.	Provide copy of loan procedure/policies to participants	☐	☒	☐		☐
64.	Prepare and retain loan documents (e.g., promissory note, etc.) for each participant loan	☐	☒	☐		☐
65.	Determine maximum amount that may be borrowed	☒	☒	☐		☐
66.	Provide Loan Request Forms to participants	☐	☒	☐		☐
67.	Confirm proper completion of loan application	☐	☒	☐		☐
68.	Approve loan	☒	☐	☐		☐
69.	Verify that proper loan payment procedures are in place	☐	☒	☐		☐
70.	Determine defaulted and offset loans	☐	☒	☐		☐
71.	Prepare Form 1099-R on defaulted loan	☐	☒	☐		☐

X. MISCELLANEOUS

72.	Identify participants required to take a Required Minimum Distribution (RMD), including terminated employees, beneficiaries	☐	☒	☐		☐
73.	Provide timely notice of RMD requirement	☐	☒	☐		☐
74.	Determine minimum distribution amount	☐	☒	☐		☐
75.	Annually review of all Vendor documents including distribution forms, custodial agreements, annuity contracts, withholding notices and elections, etc.	☐	☒	☐		☐

ADMINISTRATIVE APPENDIX

		TPA	Vendor(s)	Employer	Other (specify)	N/A
XI. PLAN QUALIFICATION						
76.	Prepare Plan document	☒	☐	☐		☐
77.	Prepare Amendments, Required and optional	☒	☐	☐		☐
78.	Prepare written procedures/policies, where applicable	☒	☐	☒		☐

ADMINISTRATIVE APPENDIX

Non-ERISA 403(b) FOR PUBLIC SCHOOLS

PART B: PLAN VENDOR SCHEDULE

This Schedule may be amended from time to time and must be completed and executed by the Employer. Complete multiple pages if necessary.

Please note the following procedures for Transfer/Exchanges:

- The minimum amount for Transfers/Exchanges shall be \$0.00.
- Exchanges will be permitted between all Vendors in sections I and II unless otherwise restricted. Please specify any restrictions here: The participant must have a pre-existing account with the section II vendor.
- Transfers are permitted at any time unless restricted as follows: N/A

I. LIST OF APPROVED VENDORS

These Vendors are authorized to establish new participant accounts, receive ongoing contributions and incoming Transfers and Exchanges (unless restricted above) from Approved Vendors and Grandfathered Vendors.

Name of Vendor	Funding Vehicle	
	Custodial Agreement	Annuity Contract
PlanMember Services	☒	☒
Reliastar Life Insurance Co.	☒	☒
	☐	☐
	☐	☐
	☐	☐
	☐	☐
	☐	☐
	☐	☐
	☐	☐
	☐	☐
	☐	☐

II. LIST OF GRANDFATHERED VENDORS

These Vendors are authorized to receive ongoing contributions and incoming Transfers and Exchanges (unless restricted above) from Approved Vendors and Deselected Vendors. Assets are not available for Participant Loans and Hardship Distributions unless other procedures apply; specify: The consistent receipt of electronic plan level information is required.

Name of Vendor	Funding Vehicle	
	Custodial Agreement	Annuity Contract
Global Atlantic (issued by Commonwealth)	☒	☒
	☐	☐
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	☐	☐
	☐	☐
	☐	☐

Employer Name: The Board Of Library Trustees of the Village of Orland Park, Cook and Will Counties, IL

Effective Date of Plan Vendor Schedule: ☐ Immediate; or ☒ on January 1, 2025.

Note: The Plan Vendor Schedule is no longer a part of the 403(b) Plan document. Employers may therefore change the investment providers without completing a new Adoption Agreement.

457(b) Adoption Agreement

The Board Of Library Trustees
of the Village of Orland Park,
Cook and Will Counties, IL

**Adoption Agreement For
The Board Of Library Trustees of the Village of Orland Park, Cook and Will Counties
457(b) Deferred Compensation Plan
For Governmental Employers**

The undersigned Employer hereby establishes this 457(b) Deferred Compensation Plan for Governmental Employers, as modified by this Adoption Agreement and agrees that the following provisions shall be included as part of the Plan document.

PLAN IDENTIFICATION:

Name of Plan: The Board Of Library Trustees of the Village of Orland Park, Cook and Will Counties 457(b) Deferred Compensation Plan

Aggregator ID: _____

Effective Date: This Adoption Agreement of the 457(b) Deferred Compensation Plan for Governmental Employers:

- ☐ Establishes a new Plan effective as of _____ (the "Effective Date").
- ☒ Constitutes an amendment and restatement in its entirety of a previously established 457(b) Plan of the Employer. Unless otherwise specified in the Plan, the effective date of this amended and restated Plan is January 1, 2025 (hereinafter called the "Effective Date")

Administrator: *The Employer shall be the Administrator of the Plan unless another party is named below:*

Alternate Administrator: U.S. OMNI & TSACG Compliance Services

Applicable Law: **This Plan shall be interpreted under the laws of the state in which Employer's principal office is located unless another state is designated:**

State of Applicable Law: Illinois

EMPLOYER INFORMATION

IMPORTANT NOTE: If Employer is NOT a governmental organization, this Adoption Agreement may not be used.

Name of Employer: The Board Of Library Trustees of the Village of Orland Park, Cook and Will Counties

Address of Employer's Principal Office:

14921 S. Ravinia Ave.

Orland Park, IL 60452

Telephone Number: 708-428-5201

Name of Contact Person: Ross Kimmey

Contact Person's Telephone Number/Extension: 708-428-5201

Email for Contact Person: rkinmey@orlandparklibrary.org

PLAN INFORMATION

Eligibility

I. **Eligible Individuals for Purposes of Participant Deferral Contributions:**

- ☒ All Employees
☐ All Employees other than the following group or groups of Employees elected below:
- ☐ Nonresident aliens with no U.S. source of income,
 - ☐ Employees who normally work less than 20 hours per week,
 - ☐ Students performing services for the Employer whose Compensation is not subject to wages under the Federal Insurance Contributions Act ("FICA"),
 - ☐ Collectively bargained employees
- ☐ Only the following Employees (by Classification or Title): _____

2. For purposes of eligibility to participate in the Plan, Independent Contractors:

- ☒ Are NOT eligible to participate in the Plan
☐ Are eligible to participate in the Plan

CONTRIBUTIONS AND ALLOCATIONS

Employee Contributions

3. Roth Contributions Choose one option below:

- ☒ Roth 457(b) contributions to the Plan are permitted on or after a specific date determined solely by the Plan Sponsor and upon written communication to the plan administrator and each provider of Roth investment products.
☐ Roth Contributions are NOT permitted under the Plan.
☒ In-plan Rollover from a Non-Roth Account to a Roth Account. [This is permitted only if the plan allows for Roth Employee Contributions]

4. The Final Three Year Catch Up limit ☐ will ☒ will not be available to Participants under the Plan. If this option is selected, then the Normal Retirement Age for purposes of the catch up will be:

- ☐ Any age specified by the participant in the participation agreement provided such declared age is not before the earliest date at which a participant is entitled to an unreduced normal retirement benefit under the Employer's defined benefit pension nor later than age 70 ½.
☐ Age 65
☐ Age 70 1/2
☐ Other: _____ NOTE: Age specified for this option may not be less than age 65 or more than age 70 ½.

If the Employer employs qualified police or firefighters as defined under section 415(b)(2)(H)(ii)(I), the "Normal Retirement Age" for such qualified police or firefighter must be one of the following (please check one):

- ☐ The Employee's age of 40; OR
☐ The Employee's age of _____, which is between the age of 40 and 70 ½ ; OR
☐ An age specified by the qualified police officer or firefighter that is between the age of 40 and 70 ½

Employer Contributions (check box 5 or 6)

5. ☐ Employer Contributions will NOT be made to the Plan, or

6. ☒ Employer contributions, as indicated below are permitted under the Plan, provided that the sum of Employer and Participant Contributions shall not exceed the limits of Section 457(b)(2) of the Code.

☐ *Matching Contributions* equal to _____ % of each Active Participant's deferral subject to a maximum of \$_____ or _____ %.

☐ *Matching Contributions* as described hereafter: _____

☒ *Discretionary Contributions* if authorized and determined solely by the Employer.

☒ *Contributions* as required by separate contract or collective bargaining agreement.

☐ *Other:* (please describe) _____

IMPORTANT NOTE: ALL contributions to the Plan are always 100% vested to avoid problems with applicable annual contribution limits.

Investments

7. ☒ Employer hereby authorizes investment of Plan Accounts in annuity contracts and/or custodial accounts offered by the organizations listed on Appendix 1.

DISTRIBUTIONS

In Service Distribution

8. In-Service Distribution Age:

☒ 59 ½ or older

☐ 70 ½ or older

9. An authorized adoption or birth ☒ may ☐ may not be permitted under the Plan.

Defaults

10. If a Participant fails to select an authorized Investment Product under Section 4.1 of the Plan:

Default Option: ☐ Employer shall deposit contributions made on his behalf into the following Investment Product: _____

No Default ☒ the Participation Agreement shall be deemed to be incomplete and shall be considered null and void.

Beneficiary Rights

11. A beneficiary of a deceased Participant's account ☒ may ☐ may not designate his own beneficiary.

Unforeseeable Emergency Withdrawals

12. Unforeseeable Emergency Withdrawals ☒ will ☐ will not be permitted under the Plan.

Loans

13. Loans ☒ are permitted from the Plan, or ☐ are NOT permitted under the Plan.

CERTIFICATION AND SIGNATURE

Employer represents and warrants that it is a unit of a State or local government or an agency or instrumentality of one or more units of a State or local government as described in Section 457(e)(1)(A) of the Code. Employer further acknowledges receipt of a copy of the 457(b) Plan for Governmental Employers Plan document, and by affixing its signature hereto, adopts that Plan of which this Adoption Agreement is a part thereof.

EMPLOYER: The Board Of Library Trustees of the Village of Orland Park, Cook and Will Counties

Authorized Representative: 

President

By: X *PRESIDENT*

Dated: X *12/14/2024*

APPENDIX 1

Authorized Vendors under the Plan Are:
PlanMember Services*

Reliastar Life Insurance Co.*

Grandfathered Vendors under the Plan Are:
Global Atlantic (issued by Commonwealth)*

*Available for Roth 457(b)

Important Note:

As provided under the Plan, any authorized Vendor named above agrees to share information necessary for compliance purposes with Employer, an Administrator and/or with any other 457(b) provider as may be required or desirable to facilitate compliance with the Plan and all applicable laws and regulations.

This Appendix is dated: January 1, 2025