



Agenda
Regular Session Meeting
Sedalia School District #200
Monday, October 12, 2020 6:30 p.m.
Smith-Cotton High School
Heckart Performing Arts Center

Call to Order

1.1 Call to Order Info

Recognitions and Presentations

2.1 Public and Staff Comments Info
2.2 JAG Award Info
2.3 Special Education Compliance Performance Report Info
2.4 Approval of October 12, 2020 Agenda Action

Consent Agenda

3.1 Minutes for Monthly Business Meeting September 21, 2020 Action
3.2 Missouri State Fair Facilities Use Agreement Action

Decision

4.1 Loftus New Early Childhood Center Action
4.2 Surplus 1955 Ford 640 Series Tractor Action
4.3 Food Service Annual Report Action

Discussion

5.1 Equity Bank Insured Cash Sweep and Certificate of Deposit Account Registry Service Info
5.2 COVID-19 Update Info

Adjournment

6.1 Adjournment to Closed Session Action

Notice of Closed Meeting

Monday, October 12, 2020 immediately following the adjournment of Regular Session. Notice hereby given that the Sedalia School District #200 having duly voted to close its meeting, pursuant to Section 610.021 (1) Legal Actions, (3) Personnel, (6) Scholastic, (13) Protected Records, and (14) Records Protected from Disclosure by Law of the Missouri Statutes.

Upcoming Meetings

October 26, 2020 – Regular Board Meeting, 6:30 p.m. at Smith-Cotton High School, Heckart Performing Arts Center



SEDALIA SCHOOL DISTRICT #200

2806 Matthew Drive, Sedalia, MO 65301-7981 p:660.829.6450 f:660-827-8938

Steven G. Triplett,
Ed.S Superintendent

Todd Fraley, Ed.D.
Assistant Superintendent

Chris Pyle, Ed.S.
Assistant Superintendent

Jason Curry, Ed.S.
Assistant Superintendent

Devon Gilmore, M.E.D.
Director of K-5
Curriculum
Instruction & Assessment

Becky Brownfield, Ed.S
Director of 6-12
Curriculum
Instruction & Assessment

Bob Satnan, B.A.
Communications
Director

**Missouri Model
District**
www.sedalia200.org

**We Live Tiger
Pride Everyday**

Sedalia #200 is an equal
opportunity and
affirmative action
employer

TO: Board of Education and Mr. Triplett

FROM: Chris Pyle

DATE: October 12, 2020

SUBJECT: Special Education Compliance Performance Report

The Sedalia School District #200 special education department would like to take a moment to celebrate with our Board of Education on the recent findings of our compliance report. The special education department recently received contact from the Missouri Department of Elementary & Secondary Education that our program is in compliance with all state and federal regulations and no corrective actions are required. This is a great accomplishment for our team. Julie Harris from the Regional Professional Development center stated that this was outstanding for Sedalia and that 100% compliance was unheard of in a District of our size. I would like to thank and give credit to our entire special education staff for their dedication in serving students with special needs. The roles that they fill are very challenging and the required paperwork process adds an extreme amount of daily pressure. We are thankful to have a dedicated team.

If you have any questions, please contact me at 660-829-6457. Thank You.

9/16/2020

Mr. Steve Triplett
SEDALIA 200
2806 MATTHEW DR
SEDALIA, MO 653017981

Dear Mr. Triplett,

Enclosed is the Special Education Performance Report documenting the findings of the program review conducted as an agency self-assessment and desk review by the Office of Special Education. This report includes the desk review verification results of the agency's self-assessment file review.

SELF-ASSESSMENT FILE REVIEW RESULTS

According to the desk review, there was NO systemic noncompliance identified for your agency. As a result, your agency is considered to be IN COMPLIANCE with all state and federal regulations and no corrective actions are required.

SPECIAL EDUCATION TIERED MONITORING ONSITE DETERMINATION

It has been determined that your agency does not require a tiered monitoring onsite review for special education compliance. Therefore, this concludes the review phase of the monitoring process.

The Office of Special Education appreciates the efforts made by you and your staff in assisting with this review process. It is hoped that compliance with state and federal regulations implementing the Individuals with Disabilities Education Act (IDEA) and outcomes for students with disabilities will be enhanced through our joint efforts in the review process. If you have any questions or concerns, do not hesitate to contact me at 573-751-0699.

Sincerely,

Stacie Holt

Supervisor, Special Education Compliance

cc: Pylec@sedalia200.org

REFERRAL PROCESS:

200.20 - Full explanation of all Procedural Safeguards:

IN

200.20.a - The Procedural Safeguards statement was provided within 5 school days of the date of the referral.

INITIAL EVALUATION/ELIGIBILITY DETERMINATION:

200.30 - Existing evaluation data on the child is reviewed:

IN

200.30.a - A description of all data reviewed and a summary of the information gained from the review of the data.

PRIOR WRITTEN NOTICE - INITIAL EVALUATION

200.70 - Prior Written Notice, consent required:

IN

200.70.a - Date of the Prior Written Notice (m/d/y) is not more than 30 calendar days from date of referral.

IN

200.70.b - Consent is obtained prior to administration of any tests or assessment instruments, if applicable.

200.200 - Parent is provided a copy of the evaluation report:

IN

200.200.a - Documentation is present that a copy of the evaluation results and eligibility determination was provided to the parent:
200.200.a(1) Date of provision of copy (m/d/y).

200.210 - A synthesis of information from the evaluation is present:

IN	200.210.a - The evaluation report addresses the results of assessments conducted in all areas generally related to the suspected disability. This should include, if appropriate, any or all of the following areas: 200.210.a(1) Health, 200.210.a(2) Vision, 200.210.a(3) Hearing, 200.210.a(4) Social and emotional status, 200.210.a(5) General intelligence, 200.210.a(6) Academic performance (including results of state and agency-wide assessments), 200.210.a(7) Communicative status, and/or 200.210.a(8) Motor abilities.
IN	200.210.b - The evaluation information draws upon information from a variety of sources and is sufficiently comprehensive to identify all of the child's special education and related services needs.
200.220 - Relevant behavior noted during observation:	
IN	200.220.a - Documentation of the required observation conducted during the evaluation process includes all required components as addressed in the eligibility criteria for Autism, Emotional Disturbance, and Specific Learning Disability (refer to Eligibility Criteria 600 Autism, 800 Emotional Disturbance, and 1400 Specific Learning Disability).
200.250 - For Initial Eligibility: Basis for the determination of eligibility and need for special education and related services for initial evaluation:	
IN	200.250.a - Each item is addressed as outlined for a categorical eligibility with appropriate documentation to confirm the presence of a disability and need for special education and related services.
REEVALUATION/CONTINUED ELIGIBILITY AND NEED FOR SERVICES:	
200.330 - Existing evaluation data on the child is reviewed:	
IN	200.330.a - A description of all data reviewed and a summary of the information gained from the review of the data.
200.360 - Additional data needed, consent required.	
IN	200.360.b - Consent is obtained prior to administration of any test(s) or assessment instruments.
200.470 - A synthesis of information from the evaluation is present:	
IN	200.470.a - The evaluation report addresses the results of assessments conducted in all areas related to the suspected disability. This should include, if appropriate, any or all of the following areas: 200.470.a(1) Health, 200.470.a(2) Vision, 200.470.a(3) Hearing, 200.470.a(4) Social and emotional status, 200.470.a(5) General intelligence, 200.470.a(6) Academic performance (including results of state and agency-wide assessments), 200.470.a(7) Communicative status, and/or 200.470.a(8) Motor abilities.

IN	200.470.b - The evaluation information draws upon information from a variety of sources and is sufficiently comprehensive to identify all of the child's special education and related services needs.
200.510 - For Continuing Eligibility: Basis for the determination of continued eligibility and need for special education and related services for reevaluation:	
IN	200.510.a - The evaluation report confirms the continued existence of a disability and the child's continued need for special education and related services.
INDIVIDUALIZED EDUCATION PROGRAM (IEP):	
200.610 - Content of notification of IEP meeting (verbal or written) is documented:	
IN	200.610.b - For students beginning not later than the first IEP to be in effect when the child is 16, post-secondary transition is stated as a purpose of the meeting, at least annually or whenever post-secondary transition is to be discussed at the IEP meeting.
200.630 - Annual Meeting to Review/revise the IEP:	
IN	200.630.b - Meetings are no more than 365 calendar days apart.
200.710 - Child:	
IN	200.710.b - For IEP meetings addressing secondary transition services, the child is invited.
N/A	200.710.c - If the child was age 16+ and did not attend any meeting where the purpose is the consideration of post-secondary goals, documentation must be present that the child's preference and interests related to transition services were considered at the IEP meeting.
200.740 - A statement of the present levels of academic achievement and functional performance:	
IN	200.740.a - Is consistent with evaluation/reevaluation results in the evaluation report.
IN	200.740.c - Addresses how the child's disability affects her/his involvement and progress in the general education curriculum. (For preschool children, how the disability affects the child's participation in appropriate activities.)
IN	200.740.f - Addresses the academic, developmental and functional needs of the child.
200.790 - Student informed of transfer of parental rights:	
IN	200.790.a - No later than the child's 17th birthday, the IEP includes a statement that the child has been informed of the rights under IDEA that will transfer to the child upon her/his 18th birthday.
200.800 - The IEP for each student beginning not later than the first IEP to be in effect when the child reaches 16 years of age, or younger if determined appropriate, and updated annually includes transition services that are a coordinated set of activities to assist the child in reaching their postsecondary goals based on age appropriate transition assessments.	
IN	200.800.a - Appropriate, measurable postsecondary goals based on age appropriate transition assessments related to training, education, employment and, where appropriate, independent living skills.
IN	200.800.b - Annual IEP goal(s) that will reasonably enable the child to meet the postsecondary goal(s).

IN	200.800.c - Transition services designed in a results oriented process that a coordinated set of activities focused on improving the academic and functional achievement of the child to facilitate their movement from school to post-school activities. Services are based on the child's needs, taking into account the children's strengths, preferences and interests.
IN	200.800.d - If appropriate, is there evidence that a representative of any participating agency was invited to the IEP Team meeting with the proper consent of the parent or student who has reached the age of majority?
IN	200.800.e - The measurable postsecondary goals are based on age-appropriate transition assessment.
IN	200.800.f - Transition services include the course of study needed to assist the child in reaching their postsecondary goals. 200.800.f(1) The course of study listed align with the student's identified postsecondary goal(s). 200.800.f(2) The course of study is a multi-year description of coursework from the student's current grade to anticipated exit year that is designed to help achieve the student's desired post-school goal(s).
IN	200.800.g - The transition services take into account the child's needs, preferences, and interests.
IN	200.800.i - There is evidence the student was invited to the IEP team meeting where transition services were discussed.
200.810 - A statement of measurable annual goals, including academic and functional goals.	
IN	200.810.a - Demonstrate consistency with the content of the present level of performance.
IN	200.810.b - Are written in terms that are: 200.810.b(1) Specific to a particular skill or behavior to be achieved. 200.810.b(2) Measurable. 200.810.b(3) Attainable (can reasonably be accomplished within the duration of the IEP). 200.810.b(4) Results oriented. 200.810.b(5) Time-bound (generally happen within one year).
IN	200.810.e - Are present for each special education and related service.
N/A	200.810.f - For children taking alternate assessments, description of benchmarks or short-term objectives aligned to alternate achievement standards. This information may be shown under goals or on the Present Level Of Academic Achievement And Functional Performance.
PLACEMENT:	
200.1050 - Prior Written Notice – Initial Eligibility and Consent for Initial Services:	
IN	200.1050.a - A Prior Written Notice is provided to the parent prior to provision of services.
IN	200.1050.b - The Prior Written Notice to parents for their consent to initiate services in special education must include the eligibility category of disability and subcategories, if appropriate, under which the child qualified for those services.
And	
IN	200.1050.c - Signed parental consent for the initial services is obtained prior to provision of services.
200.1120 - Prior Written Notice - Initial Placement	

IN

200.1120.a - Documentation is present that a Prior Written Notice is provided to the parent prior to initial placement.



Minutes
Regular Meeting
Sedalia School District #200
Monday, September 21, 2020 6:30 p.m.
Smith-Cotton High School
Heckart Performing Arts Center

Call to Order	Dr. Sharp president, called the meeting to order at 6:30 p.m.
Present	Board Members physically present: Dr. Jeffrey Sharp, President; Diana Nichols, Secretary; Kenny Coffelt, Treasurer, Matthew Herren, and Barbara Schrader.
Videoconference	Board Members videoconference present: Michael Stees.
Absent	Scott Gardner, Vice President
Attendees	Steve Triplett, Superintendent; Mr. Jason Curry, Assistant Superintendent; Dr. Todd Fraley, Assistant Superintendent; Chris Pyle, Assistant Superintendent; Lisa Hammerly, Recording Secretary.
Public Comments	None
Recognitions & Pres.	<p>Sedalia School District Foundation President, Deidre Esquivel, commented that all reunions have been postponed until 2021. This year's Distinguished Alumni honoree, Arthur Seabury, will be recognized October 9, 2020. Nine students received dual credit scholarships. SSDF mini-grants will return in the spring, but the foundation will not know its budget until October.</p> <p>Sedalia Community Educators Association President, Shelley Lutjen, said 454 staff members have signed up so far this year. SCEA has voted to increase the number of senior scholarships of \$1,000 from three to four seniors. It has also increased the number of staff scholarships of \$250 from four to six recipients this year.</p> <p>The board recognized First Student location manager Connie Miller for her 42 years with the district and First Student.</p>
Approval of Agenda	Kenny Coffelt moved, seconded by Diana Nichols, that the Board approve the Agenda September 21, 2020 Agenda. Affirmative: 6
Consent Agenda	<p>Kenny Coffelt moved, seconded by Diana Nichols, that the Board approve Minutes for Tax Rate Hearing Meeting August 24, 2020; Minutes for Monthly Business Meeting August 24, 2020, Treasurer's Report; Payment of Bills; University of Central Missouri MOU; Preliminary Bus Routes. Affirmative: 6</p> <p>Matthew Herren arrived to meeting at 6:36 p.m.</p>
Policy Updates	Kenny Coffelt moved, seconded by Diana Nichols, that the Board approve and adopt the following policies 1300, 1301, 2640, 2763,5205, 5330, and 6145 as presented. Affirmative: 7



Minutes
Regular Meeting
Sedalia School District #200
Monday, September 21, 2020 6:30 p.m.
Smith-Cotton High School
Heckart Performing Arts Center

Surplus Technology	Kenny Coffelt moved, seconded by Diana Nichols, that the Board approve the Surplus Technology as presented. Affirmative: 7
Aramark Service Proposal	Kenny Coffelt moved, seconded by Diana Nichols, that the Board approve the Aramark Service Proposal as presented. Affirmative: 7
Additional Position	Matthew Herren moved, seconded by Diana Nichols, that the Board approve the request for an Additional Position Deaf Interpreter as presented. Affirmative: 7
Audit 2020	Kenny Coffelt moved, seconded by Diana Nichols, that the Board approve the Sedalia School District Annual Audit for Year Ended June 30, 2020 as presented. Affirmative: 7
Essential Workers	Mr. Triplett presented information for discussion on Essential Workers and Resolution to Work.
COVID-19	Mr. Triplett presented information for discussion on the COVID-19 Pandemic.
Nucor Donation	Mr. Hieronymus presented information on the Nucor Steel donation.
Jaron Lucchesi Donation	Mr. Jason Curry presented information on the Jaron Lucchesi donation.
WireCo WorldGroup Donation	Mr. Pyle presented information on the WireCo WorldGroup donation.
Pastor Chad McMullin	Dr. Sharp acknowledged a letter from Pastor Chad McMullin of First Christian Church in support of the work the board and district are doing amid the pandemic.
Adjournment	Kenny Coffelt moved, seconded by Diana Nichols to adjourn to closed session for purposes listed in sections RSMo. 610.021 (3) Personnel, and (13) Protected Records at 7:11 p.m. Roll Call Vote: Kenny Coffelt-Aye. Scott Gardner-Aye. Matthew Herren-Aye. Diana Nichols-Aye. Barbara Schrader-Aye. Michael Stees-Aye. Dr. Jeffrey Sharp-Aye. Approved this 12 th day of October 2020, by order of the Board of Education, Sedalia School District #200, Pettis County, Sedalia, MO.

Diana Nichols, Secretary

Dr. Jeffrey Sharp, President

Missouri State Fair Facilities Use Agreement



Customer No: 458	Tax Exempt	Event Name: 2020-2021 Smith Cotton High School Commencement
Contract No: 7841	Event Dates: 5/22/2021 - 5/22/2021	Move In Date: 5/21/2021 Move Out Date: 5/23/2021
Name: Smith-Cotton High School		Phone: (660) 851-5301 Cellular
Contact: Wade Norton		Alt Phone: Fax No: (660) 851-5393
Street: 2010 Tiger Pride Blvd		E-Mail: nortonw@sedalia200.org
Town: Sedalia MO 65301		Website:

DEPOSIT AMOUNT DUE: \$300.00

(Deposit amount is deducted from total balance due and is non-refundable.)

DEPOSIT DUE DATE: 11/2/2020

Building/Grounds Rented

Mathewson Exhibition Center

<u>Days Used</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Total</u>
1	1	\$1,050.00	\$1,050.00
Total For Building(s) Rented:			\$1,050.00

Equipment Description

Padded Chairs - less tax
 Tables - less tax
 Pipe & Drape - less tax
 Electric Distribution Panel - less tax
 Stanchions - less tax
 Stage per sq ft - less tax
 Chairs - less tax

<u>Days Used</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Total</u>
1	312	\$0.83	\$258.96
1	12	\$6.94	\$83.28
1	90	\$0.93	\$83.70
1	3	\$55.50	\$166.50
1	30	\$2.31	\$69.30
1	992	\$0.69	\$684.48
1	540	\$0.65	\$351.00
Total for Equipment:			\$1,697.22

Labor Description

Supervisor - less tax
 Inmate Labor - less tax

<u>Hours</u>	<u>Unit Price</u>	<u>Extended Total</u>
0	\$27.75	\$0.00
0	\$9.48	\$0.00
Total for Labor Provided:		\$0.00

Exhibition Center - \$1,400 @ Government rate
 >>> Stage - 2' high to accommodate Ramp <<<

If you would like your event set up by our staff, you must provide a layout to us two (2) weeks in advance of your event or you will be responsible to make any set-up changes or an additional fee may be incurred.

BEFORE SIGNING, PLEASE READ ATTACHED PROVISIONS!

Please sign and return this agreement along with a Certificate of Insurance listing State of Missouri / Missouri State Fair as the additional named insured and Certificate Holder. Thank you.

Missouri State Fair
 2503 W 16th Street
 Sedalia, MO 65301 (660) 530-5600

Smith-Cotton High School
 Wade Norton

By: _____
 Courtney Fry, Events Manager

Signature: _____
 Print Name: _____

Date: _____

Date: _____

Today's Date: 9/15/2020

Federal I.D. or Social Security Number: _____

FACILITIES USE AGREEMENT (cont'd)

1. Payment of Fee for Facility Use:

Licensee hereby covenants and agrees:

- A. To pay to the Missouri State Fair (MSF) for the use of the Facility described on Page 1 of this Agreement. Net receipts from admission ticket sales shall be the amount arrived at by deducting any applicable state, local or county sales tax from the gross receipts received from the sale of admission tickets.
- B. To pay, within 30 days from the date of the event completion and presentation of the invoice, any unpaid charge that the Licensee owes to MSF. Licensee is responsible to pay to the applicable authority all state, local and county sales taxes due on each paid admission.
- C. To submit the signed Facilities Use Agreement issued for this event along with a non-refundable deposit as stated on Page 1 of this Agreement to MSF by the due date as shown on Page 1. If Licensee does not return the signed Facilities Use Agreement and non-refundable deposit by the due date, MSF may cancel all of Licensee's reservations for use of the Facility.
- D. To make all deposits and payments payable to the MISSOURI STATE FAIR and mail or deliver them, along with Licensee's Certificate of Insurance and all other correspondence, to:

Accounts Receivable/Business Office
Missouri State Fair
2503 West 16th Street
Sedalia, Missouri 65301

In accordance with Missouri State Statute, a 2% plus \$0.50 convenience fee will be assessed to the customer for each credit/debit card payments.

If payments are not made as required by this Agreement, MSF may apply any admission ticket receipts in its possession to the payment of amounts due and owing to MSF, and Licensee waives all rights to that portion of the admission ticket receipts necessary to pay such amounts.

- A. Refund Process: If a refund would need to be issued after the event for alcohol/damage deposit, refund reimbursement may take 4-6 weeks as it must go through the Treasury Department in Jefferson City. A check for the reimbursement will be mailed to the address on file with Events Department. Refunds are not issued for rental of the Highway Gardens in the event of inclement weather.
- E. In accordance with State of Missouri best practices and generally accepted accounting principles (GAAP), all payments made to Missouri State Fair/Fairgrounds will be deposited.
- F. To grant to MSF a lien upon all monies received by Licensee for any performance, exhibition or other public use. From the money obtained through this lien, MSF shall be entitled to take such sums as are necessary to pay any appropriate sales tax. Further, MSF shall have a lien on all admission ticket receipts with the right to take from those receipts the money owed as a license fee under the Agreement, as well as the right to deduct from said receipts a sufficient amount of money to pay the costs of stage hands, teamsters, musicians, ushers, doorpersons, ticket sellers and ticket takers, spotlight operators, security and all other employees of the Licensee who may be called in to work, either by said Licensee or MSF, for the convenience of said Licensee or to fulfill the purpose(s) described in this Agreement. It is understood and agreed, however, that all of the above mentioned employees are, and remain, employees of Licensee alone, and MSF is in no way or manner responsible for any monies whatsoever claimed by said employees for work or labor done in any way in connection with said event.

The parties hereto understand and agree that if Licensee defaults in the payment of any sum set forth herein, MSF may refuse to allow Licensee to remove any or all of its property from the Facility. MSF reserves the right to sell such property to satisfy Licensee's indebtedness, together with expenses thereto.

2. Services Provided:

MSF hereby agrees:

- A. To permit Licensee, upon faithful performance of the terms and covenants of this Agreement, to peaceably and quietly have, hold and enjoy the use of the Facility for the purposes and for the period set out on the Page 1 of this Agreement.
- B. To provide the following:
 - a. Facilities for a first aid station, provided, however, that Licensee must provide state certified medical attendants and equipment for said station or MSF may provide attendants and equipment at the Licensee's expense. MSF is not bound by this provision to actually provide staffing for a first aid station.
 - b. Printing of all admission tickets, if directed to do so by the Licensee; provided, however, that the cost of said printing shall be charged to Licensee.
 - c. Adequate parking facilities are provided, however, the majority of the buildings do not have designated or reserved parking. Parking is available on a first come, first serve basis. There is designated parking for trailers (including livestock trailers) and for overnight/camping units. Trailers, mobile homes, RV units, or any other vehicle used for sleeping shall not park in any area on the Premises other than a designated camping area and shall pay the designated fee to the Missouri State Fair. A map for livestock trailer parking is included with each livestock event contract. Event promoter(s) is responsible for educating event participants of designated areas and helping MSF Events/Security staff enforce trailer parking rules. MSF reserves the right to collect and retain any fee derived from said parking lots and charge event promoter personnel costs if MSF must manage and control parking lots. No trailers, mobile homes, RV units or any other vehicle allowed in barns.
- C. To furnish additional services, equipment, materials, technicians, etc. according to the current Event Rates Sheet.

3. Act Contract: Licensee certifies and attests that a valid, properly-executed contract is held with the performers whose services form the basis for the event to be held in the Facility, and that such contract does not conflict with the terms of this Agreement. If a conflict exists, however,

the terms of this Agreement shall bind MSF and Licensee. Licensee shall submit to MSF, upon demand, a copy of Licensee's contract with the performer.

- 4. Advertising:** Licensee agrees not to post or exhibit, or allow to be posted or exhibited, signs, advertisements, show bills, lithographs, posters or cards of any description inside or in front of any part of the Facility except upon the regular billboard provided by MSF for such purposes. Licensee will use, post or exhibit only such signs, advertisements, show bills, lithographs, posters or cards upon the Facility's regular billboards as are related to the performance or exhibition to be held in the Facility and such items shall be posted only for such period of time a designate by MSF. **Banners/Signage:** Event promoters may place banners to advertise their on ground event(s) on chain link fences on the Missouri State Fair outer perimeter, with approval from MSF. Banners may not be placed longer than one week prior to event and must be removed within 3 business days following event. Banners may not be hung on any entrance gate. Missouri State Fair reserves the right to move or remove any banner or signage.
- 5. Agreement to Quit Facility:** Licensee shall quit its possession of the facility no later than end of the term of this Agreement. Licensee further agrees to leave the facility in a condition equal to that at the commencement date of this Agreement ordinary wear and tear excepted.
- 6. Assignment:** Neither this Agreement nor any of the rights of Licensee hereunder, may be assigned without the consent of MSF.
- 7. Bad Checks:** Twenty dollars (\$20.00) shall be assessed against Licensee for any check issued by Licensee to MSF which is returned for insufficient funds, and the person or entity in whose name the check is written will be subject to prosecution in Pettis County by the Pettis County Prosecutor or the Missouri Attorney General.
- 8. Balloons:** Licensee may not distribute, or allow the distribution of, helium balloons in any facility/building.
- 9. Broadcast Rights:** MSF reserves all rights and privileges for outgoing television or radio broadcasts originating from the Facility during the term of this Agreement. If MSF grants to Licensee such broadcast privileges, MSF has the right to require advance payment of any estimated related costs to MSF, and may also require payments for said privilege in addition to license fee provided for herein. Licensee must obtain written permission for broadcasts from MSF fourteen (14) days in advance of broadcast date.
- 10. Camping:** No person shall camp outside in a tent or similar temporary shelter unless within a designated camping area and upon payment of the designated fee to the Missouri State Fair. Trailers, mobile homes, RV units, or any other vehicle used for sleeping shall not park in any area on the Premises other than a designated camping area and shall pay the designated fee to the Missouri State Fair.
- 11. Cleaning:** Licensee shall be responsible for leaving the Facility in a clean condition. If MSF must do any additional clean up following event, labor will be charged at current labor rates. In addition, Licensee shall be responsible for cleanup and removal of materials requiring special handling, such as wood, scrap lumber, oily materials, etc.
- 12. Compliance with Laws and Regulations:** Licensees shall comply with all laws, ordinances and regulations adopted or established by federal, state or local governmental agencies or bodies. Licensee shall obtain and pay for all necessary permits and licenses. If the attention of said Licensee is directed to any such violation being committed by the Licensee, or by any person employed by or admitted to the facility by Licensee, Licensee shall immediately desist from, and correct, or cause to be corrected, such violation.
- 13. Concessions:** MSF reserves all concessions and concession rights including, but not limited to, food, beverage, programs, novelties, tobacco products, conveniences, librettos, CDs, DVDs, tape recordings, souvenirs, checkroom and parking privileges. Licensee agrees that MSF shall: a) retain a percentage of the net sale proceeds from the sale of concessions/novelties (t-shirts, hats, etc.) supplied by Licensee to MSF; if Licensee sells novelties with Licensee's personnel, MSF will retain a percentage of the net proceeds, or b) collect a flat fee for each novelty stand that is exhibited. Net sale proceeds, for purposes of this paragraph only, is the amount of money calculated by deducting all applicable sales taxes from the gross receipts obtained from the sale of novelties.
- 14. Control of Building:** The Facility, including keys thereto, shall be at all times under the control of MSF. MSF shall have the right to enter the facility at all times during the period covered by this Agreement. The entrances and exits of said facility shall be locked and unlocked at such times as may be required for Licensee's use of the facility, but Licensee, at his, her or its own expense, must at all times place proper security at all entrances and exits when the same are unlocked. MSF reserves the right, through its agent and representatives, to enter any portion of the facility and eject any objectionable person from said facility. Licensee hereby waives any right to, or claim for, damages against MSF, its officers, agents or employees, arising out of the exercise of this authority through MSF's officers, agents, employees, security force or any law enforcement officer or police called upon by MSF to render assistance. Access to mechanical or breaker rooms will not be granted to Licensee.
- 15. Copyrights:** Licensee will assume all costs arising from the use of patented, trademarked, franchised or copyrights music, materials, devices, processes or dramatic rights used in or incorporated in the event. Licensee agrees to indemnify, defend and hold harmless MSF, its officers, agents and employees from any claims or costs, including legal fees, which might arise from the use of any such material described above.
- 16. Defacement of the Facility:** Licensee shall not in any manner injure, mar or deface the Facility or any equipment contained therein, and shall not cause or permit anything to be done such that the Facility or equipment therein is injured, marred or defaced in any manner. Licensee shall not drive or permit to be driven any nails, hooks, tacks or screws into any part of the Facility or equipment contained therein; will not make or allow to be made an alterations of any kind to the Facility or equipment contained therein; and will not affix or permit to be affixed by adhesives to the Facility or equipment contained therein any signs, posters, notices or graphics of any descriptions without the prior written consent of MSF. Licensee agrees that if the Facility or equipment contained therein is damaged by the act, default or negligence of Licensee, Licensee's patrons, Licensee's guests or any person admitted to the Facility by Licensee or Licensee's agents or employees, then Licensee shall pay to MSF, upon demand, such sum as shall be necessary to restore the Facility to its original condition by MSF. Licensee agrees to have on hand at all times, at its own expense, such security force as is necessary to provide for the safety of those attending the event which is the subject of this Agreement.
- 17. Evacuation of Facility:** Should it become necessary to evacuate the premises for reason of public safety, Licensee will retain possession of the facility for a sufficient time after the evacuation to complete presentation of its event without additional charges, provided such times do not interfere with another licensee's use of the facility. If it is not possible to complete presentation of the event, any use fees owed to MSF by Licensee pursuant to the Agreement shall be forfeited, prorated or adjusted at the discretion of MSF and Licensee hereby waives any claims for damages or compensation from MSF.
- 18. Extra Service:** MSF shall furnish equipment such as chairs, tables, staging and rooms for event administration, as available, and subject to MSF's approval. Licensee will be required to pay an additional charge for such rooms and equipment, according to the current Event Rates Sheet. The additional charges will be included in the invoice at final settlement.

- 19. Feed & Bedding:** Individual exhibitors and event promoters must bring their own feed and bedding. The Fairgrounds will not provide a feed and bedding contractor on grounds to service events or exhibitors. If this service is necessary to the success of your event, event promoters may choose to sell feed and bedding or may choose to contract or hire a vendor, company, or individual to sell feed or bedding during their event at a fee of \$25 per day (plus electricity). The event promoter will need to contact the Off-Season Events Department to obtain a Concessions Contract, prior to the start of the event, for each event(s) and day(s) the vendor will be providing the service.
- 20. Fire Safety:** Licensee must comply with the State Fire Marshall's regulations and all Federal Life Safety codes. A Licensee may not block or cover, or allow the blockage or coverage of, Life Safety equipment including, but not limited to, fire sprinklers, fire extinguishers and fire pull alarms. Licensees shall maintain a fifteen (15) foot clearance on both sides of a fire door to maintain adequate room for fire exiting.
- 21. Flammable Materials:** All flammable materials used for decorative purposes must be approved for use by MSF. Unless Licensee has the prior written consent of MSF, Licensee shall not operate any engine, motor or machinery or use oils, burning fluids, camphene, kerosene, naphtha or gasoline or any other flammable chemical for other mechanical or other purpose nor use any agent other than electricity for lighting.
- 22. Free Samples:** Sample-size food and/or beverage products (not to exceed 3 oz.) may be distributed by Licensee and/or its exhibitor upon written authorization signed by Licensee and MSF.
- 23. Force Majeure:** Neither MSF nor Licensee shall be deemed to be in violation of this Agreement if it is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortages of material, acts of God, acts of public enemy, acts of superior government authority, weather conditions (but not rain or other normal reasonably anticipated weather), riots, rebellions, sabotage or any other circumstances for which it is not responsible or which are not within its control.
- 24. Good Faith:** All parties hereto agree to act reasonably and in good faith in connection with the performance of all the terms and conditions of this Agreement and in exercising all rights and obligations with respect thereto.
- 25. Handling Funds:** In the handling, control, custody and keeping of funds, whether the same are received through the Facility's box office or otherwise, MSF is acting to accommodate Licensee. MSF and its agents or employees shall not be liable to Licensee for any loss, theft or defalcation of such funds.
- 26. Incitements to Violate the Law:** Licensee shall not promote or advocate any violation of law where such advocacy is directed to inciting or producing imminent lawless action and is likely to incite or produce such action.
- 27. Indemnity:** Licensee agrees to defend and indemnify MSF, its officers, agents and employees and hold MSF, its officers, agents and employees harmless from any and all claims for personal injury, death, property damage or destruction of property and from any and all liabilities, damages, charges and expenses, including attorney's fees, which arise out of, in connection with or by reason of Licensee's use of the Facility, including the Licensee's use of or serving of alcohol.
- 28. Inspection of Premises:** Licensee agrees that it has inspected the Facility and the equipment which is the subject of this Agreement and the same are in proper condition for the uses contemplated by Licensee.
- 29. Insurance:** Licensee agrees to secure, at its own expense, a public liability insurance policy, with an insurance company authorized to do business in the State of Missouri and acceptable to MSF. Such policy shall name both MSF and Licensee as insured parties against all claims for injury or death to persons and injury to or destruction of property or other causes or action arising out of, resulting from, or which would not have occurred or existed but for Licensee's use of the facilities licensed herein. The minimum limits of said insurance policy shall be one million dollars (\$1,000,000) combined single limit for bodily injury and property damage per person and per occurrence, the terms of such coverage to coincide with the term of this Agreement. Each policy shall provide that a 10-day written notice be given by the insurer to MSF if the insurance policy is changed or cancelled. Seven (7) days prior to commencement of the term of this Agreement, Licensee shall furnish MSF a copy of the insurance policy and a Certificate of Insurance signed, not rubber-stamped, by an agent authorized to sign for the issuing company. If said policy is not provided, MSF is authorized to buy such insurance at Licensee's expense and Licensee agrees to reimburse MSF for the insurance premiums prior to Licensee's move-in date.
- 30. Intermission:** Licensee agrees that for all programs lasting ninety (90) minutes or more, except services of other engagements specifically excluded in writing signed by both Licensee and MSF, an intermission of no less than fifteen (15) minutes shall be held.
- 31. Licensee's Property:** Licensee agrees to hold the State of Missouri, including its agencies, employees and assigns, harmless from any and all damage or loss to Licensee's property.
- 32. Lost Articles:** MSF shall have the right to collect and have custody of articles left in the Facility by persons attending this event described on Page 1 herein. Licensee or any person in Licensee's employ, shall not collect nor interfere with MSF's collection or custody of such articles.
- 33. Move in/move out:** If the Facility is available, Licensee may move in on the day prior to an event at no extra charge subject to the following restrictions:
- Mathewson Exhibition Center – 8:00 a.m. to 5:00 p.m., Monday through Friday
 - All other facilities – 8:00 a.m. to 8:00 p.m., Monday through Friday
- Horse shows are allowed in the Coliseum until 9:00 p.m. at no charge.
- 34. Obstructions:** Licensee agrees not to allow any sidewalks, entries, passage vestibules, halls, elevators or access ways of the Facility to be obstructed or permitted to be used for any purpose other than ingress or egress to and from the facility. Licensee shall not cause or allow any of the doors, skylights, stairway or openings that reflect or admit light into any portion of the facility to be obstructed.
- 35. Operating Hours:** Licensee must open the doors to the event as advertised unless otherwise agreed upon by MSF in writing.
- 36. Outside Food & Beverage/Contracted Concessions:** Food and beverages are offered at the Grandstand and Mathewson Exhibition Center through the Missouri State Fair onsite and exclusive concessions contractor(s). Outside food or beverages are not allowed in these facilities. Event promoter is responsible for notifying event participants. If outside food and beverages are brought into an event, the event promoter may be fined. In the event an outside food and beverage vendor is necessary, event promoter must obtain written consent from Events Department.
- 37. Personnel:** Licensee shall pay for all necessary personnel required for Licensee's use of the Facility including, but not limited to, stage hands, ticket sellers, ticket takers, ushers and guards. MSF may eject from the facility any of Licensee's personnel who MSF in good faith believes pose a danger to patrons at the Facility's event or that threaten MSF's ability to operate the facility of the people of Missouri. Required personnel may be arranged for and supervised by MSF at Licensee's expense.
- 38. Physical grounds:** Licensee is not to drill, or allow the drilling of, any holes into any area of the grounds, or make any alterations to the grounds or facilities.

39. Program Requirements: At least fourteen (14) days prior to the event for which the Facilities Use Agreement is issued, Licensee shall file with MSF a full and detailed outline of all facilities required, all stage requirements, the hall and chair setup and such other information as may be required by MSF concerning such event.

40. Recording: Licensee agrees that no recording of any link, audio or visual, will be made of the event held in the Facility without MSF's prior written approval. MSF has the right to require payment for such privilege.

41. Removal of Property: Property belonging to Licensee shall be removed from the Facility before the expiration of this lease; provided however, that MSF reserves the right under paragraph 1 herein to remove any or all of Licensee's property from the Facility. MSF reserves the right to sell such property to satisfy Licensee's indebtedness, together with expenses thereto. If any of Licensee's property is not removed prior to the expiration of the license, MSF is authorized to store or remove all such property at Licensee's expense. If Licensee fails to redeem the property within sixty (60) days, MSF may sell said property for storage fee and expenses. MSF shall in no way be responsible for loss, damage of claims against materials removed or stored under this provision.

42. Rental Period: The rental period is from 6:00 a.m. to midnight each day that Licensee rents the Facility. If Licensee wishes to use the facility outside of the rental period, MSF will charge an additional fee commensurate with the additional time used. If the Facility is available, however, Licensee may move in on the day prior to an event at no extra charge subject to the following restrictions:

- Mathewson Exhibition Center – 8:00 a.m. to 5:00 p.m., Monday through Friday
- All other facilities – 8:00 a.m. to 8:00 p.m., Monday through Friday
- Horse shows are allowed in the Coliseum until 9:00 p.m. at no charge.

All persons attending event (up to and including Licensee, Licensee guests, service providers, etc) must be off grounds by midnight, which may mean DJ's, bands, entertainment, etc will need to be finished by 11:30pm to ensure everyone is off grounds by midnight.

43. Restrictions on Admission to Facility: Licensee agrees that no patron of any event shall be admitted to the Facility in possession of food, beverage (alcoholic or non-alcoholic), illegal drugs, controlled substances or animals. Additionally, no bundles or containers of any kind including, but not limited to, bags, ice chests, backpacks, cans, bottles, camera cases and binocular cases, may be brought into the Facility. MSF reserves the right to inspect any pocketbooks, purses, coats, blankets, etc., being brought into the Facility. If Licensee agrees in writing, cameras (but no audio-visual recorders or movie cameras) and binoculars may be brought into the facility. Licensee agrees not to permit trade show exhibitors to bring into the facility any items prohibited by this paragraph.

Licensee shall not permit the facility to be used for lodging rooms or for any improper, immoral or objectionable purpose. The decision of MSF in these matters shall be final.

44. Retention of Privileges: Waiver or failure of MSF to insist upon strict and prompt performance of any of the covenants and/or agreements hereunder, or the acceptance of such performance therefore, shall not be construed as a waiver or relinquishment of MSF's right thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous subsequent default on the part of Licensee.

45. Scheduling: Unless otherwise provided in writing, MSF reserves the right to schedule events similar to the one that is the subject of this Agreement both before and after the date of the event provided herein.

46. Seating: MSF reserves the right to decide whether seating shall be on a reserved, general admission or festival (no seats are provided to patrons) basis, or some combination of these three.

47. Stalling horses: Horses may be stalled only in the designated barns as advised by MSF personnel. Stall count to be taken daily by MSF personnel. For multi-day shows, final billing for stall count will be based on highest daily stall count. Stall count will include dirty and tack stalls.

48. Subsequent events: MSF does not automatically reserve dates for subsequent events; rather, it is the Licensee's responsibility to reserve those dates in writing and submit an appropriate deposit.

49. Tickets: The Licensee shall directly cosign all admission tickets for the event, along with the admission ticket manifest from the printer, to MSF. The admission tickets will be audited by MSF, and MSF will at all times maintain control of the admission ticket office, admission ticket personnel and ticket sales revenue until settlement, except that with the consent of the Licensee, MSF may provide admission tickets to retail outlets throughout the State for advance sales. Licensee hereby agrees that MSF is acting for the accommodation and the sole benefit of Licensee in the handling, control, custody and keeping of records and funds, whether the same are received from admission receipts or otherwise, and that MSF shall be responsible only for gross neglect or bad faith as to any funds MSF receives on Licensee's behalf.

At least seven (7) days prior to the event, Licensee shall furnish 30 complimentary tickets per show date to MSF. At the time Licensee signs the Agreement, Licensee shall inform MSF, in writing, the number of admission tickets that shall be available for sale to the general public.

50. Utilities and Utility Connections: For the entire period of the license herein granted, MSF shall furnish water as normally available in the Facility. Limited access to water is available October 31 through April 1 in some facilities. Full water access is typically available April 1-October 31 but is based on forecasted temperatures. Full water access turn on dates could be delayed and turn off dates could be moved forward if cold weather is probable. MSF shall furnish reasonable heat, air conditioning and electricity according to the current Events Rate Sheet.

Unless otherwise authorized by MSF, all plumbing, electrical or carpentry work required to be done on the Facility in connection with Licensee's use thereof, and all electrical current or domestic gas required for Licensee's use (except that required for heating and lighting) shall be done or furnished by MSF, or MSF's approved representative, for which Licensee shall pay MSF. Facilities/buildings cannot be left in 100% darkness during event. Licensee will need to keep at least one row of lights on at all times and work with MSF Event/Security staff during set up to determine lighting needs.

51. WiFi/Internet Services: WiFi is not included in building rental. WiFi can be made available for an additional fee with minimum 2 week notice to Events Department to be billed at our current provider's rate.

Septagon Construction Management, Inc.

Status Report

**Sedalia School District #200
New Early Childhood Center**

School Board Meeting: October 2020

Prepared: October 6, 2020

Table of Contents

Item	Section
Project Manager's Report	1
Budget	2
Action Items	3
Pending Items	4

Project Manager's Report

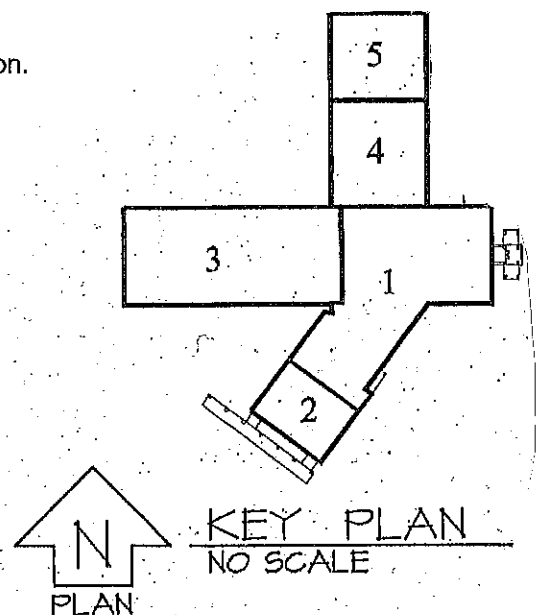
Since the last report masonry structural walls have progressed very well. All walls have been completed at Area 1, with the exception of corridor walls by the kitchen area and the partial east exterior wall. Block walls of Area 2 are 80% complete. Brick and stone have been completed in the playground area, the north elevation of Area 5, the east elevation of Area 4/5, and the north elevation of Area 1. Brick and stone has been started at the front entrance of Area 1, the south elevation of Area 3, and the upper north elevation of Area 2.

The concrete floor has been placed in the square portion of Area 1. Geothermal loop holes have been drilled in the playground area. MEP rough-in in Area 3/4/5 has started. Steel joists have been installed at the south side of Area 3, decking is underway at Area 3, and the smaller storm shelter area in Area 1 has been installed. Area 1 steel started this week.

The focus in the coming weeks will be to finish the block walls at Area 1 & 2, finish the brick and stone on Area 3 south elevation, and continue from Area 1 headed towards Area 2 with brick and stone. Steel erection has begun in Area 1 and will then move to Area 2. The structural concrete cap will be poured at the lower storm shelter. The rest of Area 1 concrete floor and the lightweight concrete roof system are to start in the coming weeks. The roofer has tentatively scheduled his material delivery in the first week of November and the built up roof is scheduled to begin in early November.

This month we have numerous items needing the School Board's action.

Robby Paul
Septagon Construction Management
October 6, 2020



Budget



Sedalia School District #200
Sedalia, MO
Loftus Early Childhood Center
Compiled by Septagon Construction

Description	Summary	Previous Invoices	This Month	Accumulative Totals	Remaining To Be Paid
31A Civil - B & P Excavating, LLC	\$ 659,127.00	\$ 506,822.25	\$ 15,038.50	\$ 521,860.75	\$ 137,266.25
Original Contract	\$ 648,614.00				
Change Order 31A-001	\$ 10,513.00				
Civil Change Allowance	\$ 15,873.00				\$ 15,873.00
2A Civil Concrete - Ramey Construction Co. Inc	\$ 463,500.00	\$ -	\$ -	\$ -	\$ 463,500.00
2B Fencing - C-R Fence	\$ 13,422.00	\$ -	\$ -	\$ -	\$ 13,422.00
3A General Construction - GBH Builders, Inc	\$ 3,405,483.90	\$ 790,685.94	\$ 193,987.62	\$ 984,673.56	\$ 2,420,810.34
Change Order 3A-001	\$ 14,593.90				
4A Masonry - Robert A. Treuner Masonry	\$ 1,275,797.00	\$ 463,891.65	\$ 234,050.55	\$ 697,942.20	\$ 577,854.80
Change Order A-001	\$ (16,721.00)				
9A Flooring & Base - Interior Surface Enterprises, LLC	\$ 194,765.00	\$ -	\$ -	\$ -	\$ 194,765.00
11A Food Service Equipment - Care Sales & Services	\$ 117,816.88	\$ -	\$ -	\$ -	\$ 117,816.88
15A Fire Sprinkler System - Ozark Fire	\$ 106,020.00	\$ 8,569.00	\$ 19,000.00	\$ 27,569.00	\$ 78,451.00
15B Mechanical HVAC - QuesTec Mechanical	\$ 1,378,150.00	\$ 245,334.11	\$ 180,002.20	\$ 425,336.31	\$ 952,813.69
16A Electrical - All Pro Electrical	\$ 555,309.00	\$ 240,399.35	\$ 8,621.26	\$ 249,020.61	\$ 306,288.39
Change Order 16A-001	\$ 3,070.50				
Change Order 16A-002	\$ 1,138.50				
Porter Berendzen Associates	\$ 486,750.00	\$ 428,340.00	\$ -	\$ 428,340.00	\$ 58,410.00
Survey, Geotech, Testing, misc	\$ 105,000.00	\$ 33,998.00	\$ -	\$ 33,998.00	\$ 71,002.00
Septagon CM Fee	\$ 312,000.00	\$ 188,000.00	\$ 12,000.00	\$ 200,000.00	\$ 112,000.00
General Conditions	\$ 370,000.00	\$ 137,876.75	\$ 14,190.00	\$ 152,066.75	\$ 217,933.25
Contingencies	\$ 470,986.22	\$ -	\$ -	\$ -	\$ 470,986.22
Furnishings	\$ 250,000.00	\$ -	\$ -	\$ -	\$ 250,000.00
Other Items	\$ -	\$ -	\$ -	\$ -	\$ -
Budget w/out furnishings, data, and phones	\$ 10,180,000.00	\$ 3,043,917.05	\$ 676,890.13	\$ 3,720,807.18	\$ 6,459,192.82

\$ 6,459,192.82

9-10-20

Items Requiring Action

1. **Custom color change to black & gold** for the exterior front entrance wall panels per the District. The cost from GBH Builders is \$13,464.00
2. **Additional Camera Location rough-in per District Request By Nightwatch** This change order was generated upon request to add additional conduit and pull strings to the playground area, one location in the east main parking lot, and one location at the bus loop parking lot. Total cost from All Pro Electric is \$12,213.00.
3. **ASI #16 (Casework Changes)** Upon request from the District there were 3 different casework changes described in this ASI. Two of the three options were chosen, and pertain to the reception area 103, and the library as follows: Option1- Reception 103-Omit the cabinet and lower counter at the reception desk at Reception-103. The half wall, return and upper counter is to remain. All surfaces are to receive plastic laminate. Option 3-Library 117- Omit all cabinets except for the Kitchenette. The omitted cabinets are to include all BB, CC, DD, R cabinets in this room. The total credit for option one, and three from GBH Builders is \$8,351.70.
4. **ASI-18** District request for Screen Wall in Reception-103- Add 6" metal stud and gyp. bd. screen wall in Reception -103. Top of wall to be at+6'-0". Finish and paint top of wall. Move light fixtures per attached drawing. Omit (1) duplex and data in adjacent cmu wall. Provide (2) duplex outlets and (2) data outlets on each side of wall. Provide a new 20amp circuit for the (4) outlets. Provide 2 cables at each data outlet. The cost from ALL Pro Electric for the electrical/Data portion is \$5,485.50, and the cost from GBH Builders for the stud wall/sheetrock/paint is \$1,917.81 for a combined total of \$7,403.31.
5. **ASI#19** Revised Electrical Plans due to multiple changes. This captures extra electrical and low voltage work not on the plans. This change order consists of 3 conduits with boxes for 3 door hold opens, 1 Three-way switch for the added hallway light outside of the file room, one new circuit for four new receptacles in the security room, and three double data drops for the security room. This is a cost from All Pro Electric of \$4,946.15.
6. **COR#1** After reviewing the Door Hardware shop drawings it was brought to our attention by Nightwatch that they would rather have the Hollow Metal/Aluminum door contractor provide the power supplies for the electric door hardware. It was also requested by the district during this process to add an Auto opener to door 199. This is a cost from GBH Builders of \$7,606.32.
7. **Additional Lighting** Add two Type J lights in the hallway of Area 5 for more lighting that was not on the plans. This is a cost from All Pro Electric of \$994.75.
8. **GBH Builders Proposal #14** Roof Drain in Exterior Canopy-This proposal consist of labor and material to install (1) 4" roof drain in the exterior canopy that is shown in detail 8 on drawing A7.2, but there is no other reference on the roof drawings or in the plumbing schedule. This is a cost of \$1,059.15 from GBH Builders.

Pending Items

1. Zip line, Swings and other point loads to the structure
2. Color Selections
3. ASI related items
4. Exterior Playground will be reviewed by the end of 2020.
5. Roofing changes to allow work to continue through cold weather
6. Landscaping and Irrigation Allowance in January 2021.



SEDALIA SCHOOL DISTRICT #200

2806 Matthew Drive, Sedalia, MO 65301-7981 p:660.829.6450 f:660-827-8938

Steven G. Triplett, Ed.S
Superintendent

Todd Fraley, Ed.D.
Assistant Superintendent

Chris Pyle, Ed.S.
Assistant Superintendent

Jason Curry, Ed.S.
Assistant Superintendent

Devon Gilmore, M.E.D.
Director of K-5 Curriculum
Instruction & Assessment

Becky Brownfield, Ed.S
Director of 6-12 Curriculum
Instruction & Assessment

Bob Satnan, B.A.
Communications Director

Missouri Model District
www.sedalia200.org

**We Live Tiger
Pride Everyday**

Sedalia #200 is an equal
opportunity and affirmative
action employer

DATE: October 12, 2020

TO: Board of Education

FROM: Dr. Fraley

RE: Surplus Tractor

The district seeks to declare surplus one 1955 Ford 640 Series Tractor Model EAE6015J. This item has not been used in several years and is currently stored in the garage at Smith-Cotton Junior High School. The tractor will be listed on the Purple Wave website for auction to the highest bidder at www.purplewave.com.

If you have any questions, please contact me at 660-829-6456. Thank you.



SEDALIA SCHOOL DISTRICT #200

2806 Matthew Drive, Sedalia, MO 65301-7981 p:660.829.6450 f:660-827-8938

Steven G. Triplett, Ed.S
Superintendent

Todd Fraley, Ed.D.
Assistant Superintendent

Chris Pyle, Ed.S.
Assistant Superintendent

Jason Curry, Ed.S.
Assistant Superintendent

Devon Gilmore, M.E.D.
Director of K-5 Curriculum
Instruction & Assessment

Becky Brownfield, Ed.S
Director of 6-12 Curriculum
Instruction & Assessment

Bob Satnan, B.A.
Communications Director

Missouri Model District
www.sedalia200.org

We Live Tiger
Pride Everyday

Sedalia #200 is an equal
opportunity and affirmative
action employer

To: Board of Education
Mr. Triplett

From: Mr. Curry/Debra Wenig

Date: October 6, 2020

Re: Annual Food Service Report

The Sedalia School District #200 Food Service Department served 602,781 meals in the 2019-2020 School year. Of those, 215,408 were breakfast meals, and 387,373 were lunch meals. This was the total up to the March shutdown when we began serving grab-and-go meals. There were 84,191 grab-and-go meals distributed to students of the district by bus from March 23rd until May 22nd. These grab-and-go sacks contained a breakfast and a lunch; therefore 168,382 meals were provided to students during the shutdown.

As of September 16th, the district began serving meals to students at no charge. This is possible due to expansion of the summer meal programs provided by the federal Department of Agriculture. This will continue until the end of the waiver on December 31st or until federal funding is exhausted. This includes providing meals to any child in the community ages 1 through 18. We are handing out a breakfast and a lunch in the form of a grab-and-go meal Monday through Friday in the parking lot of the FEMA café on the Smith-Cotton Junior High campus. We started this service on Wednesday, September 16th. The average daily number of meals has been 35.

Due to Covid-19 all buildings are required to serve all food components as opposed to students being allowed to make fruit and vegetable choices. This also changes the portions of these items as we are required to meet the standards when serving. I have had positive feed back from staff and students about the portion sizes and the appearance of the plate.

I wanted to share a new and exciting policy that has been implemented this year. Monday through Thursday all kitchen staff are wearing uniform shirts with the option on Fridays to wear a school spirit shirt or themed shirt. This is an attempt to bring professionalism to the department with a neat and uniform appearance by all employees.

2019-2020 SY

District Enrollment-5548 (March figure)

District Free/Reduced Percentage-72.85% (March figure)

Total Free/Reduced Lunches-287,642

Total Reimbursement-\$1,398,899.87 after March 23rd-\$479,888.70



SEDALIA SCHOOL DISTRICT #200

2806 Matthew Drive, Sedalia, MO 65301-7981 p:660.829.6450 f:660-827-8938

Steven G. Triplett, Ed.S.
Superintendent

Todd Fraley, Ed.D.
Assistant Superintendent

Chris Pyle, Ed.S.
Assistant Superintendent

Jason Curry, Ed.S.
Assistant Superintendent

Devon Gilmore, M.E.D.
Director of K-5 Curriculum
Instruction & Assessment

Becky Brownfield, Ed.S.
Director of 6-12 Curriculum
Instruction & Assessment

Bob Satnan, B.A.
Communications Director

Missouri Model District
www.sedalia200.org

**We Live Tiger
Pride Everyday**

Sedalia #200 is an equal
opportunity and affirmative
action employer

Equipment Purchases

SCJH – Stainless Steel Cabinet for serving line.

Skyline Elementary – Holding, Proofing Cabinet, Reach-In Refrigerator

Washington Elementary – Milk Cooler-replacement, Steam Serving Table

Total Revenue - \$2,316,535.10

Total Expenditures - \$2,241,379.08

Respectfully,
Debra Wenig
Food Service Director



SEDALIA SCHOOL DISTRICT #200

2806 Matthew Drive, Sedalia, MO 65301-7981 p:660.829.6450 f:660-827-8938

Steven G. Triplett, Ed.S
Superintendent

Todd Fraley, Ed.D.
Assistant Superintendent

Chris Pyle, Ed.S.
Assistant Superintendent

Jason Curry, Ed.S.
Assistant Superintendent

Devon Gilmore, M.E.D.
Director of K-5 Curriculum
Instruction & Assessment

Becky Brownfield, Ed.S
Director of 6-12 Curriculum
Instruction & Assessment

Bob Satnan, B.A.
Communications Director

Missouri Model District
www.sedalia200.org

**We Live Tiger
Pride Everyday**

Sedalia #200 is an equal
opportunity and affirmative
action employer

DATE: October 12, 2020

TO: Board of Education

FROM: Dr. Fraley

RE: ICS and CDARS

The district's banking institution, Equity Bank, would like the district to approve moving district monetary assets to an ICS and CDARS system. ICS, Insured Cash Sweep and CDARS, Certificate of Deposit Account Registry Service, would be managed by the Promontory Interfinancial Network on behalf of Equity Bank.

Equity currently pledges a minimum of 100% collateral per Board Policy 3160 to secure District funds. This agreement would allow Equity Bank to utilize ICS and CDARS to disperse District funds across the banking network. The District funds would then be held in multiple banking institutions in amounts less than \$250,000 and thereby protected by the FDIC. When funds exceed the \$250,000 threshold in any one institution those funds would then be automatically dispersed into a new institution. Equity Bank would still control the rate of returns on these funds.

See attached documents for detailed information.

The agreements have been forwarded to the District's legal counsel for analysis.

If you have any questions, please contact me at 660-829-6456. Thank you.



Deposit Placement Agreement

You, the undersigned, enter into this ICS Deposit Placement Agreement (this "*Agreement*") with ("*we*" or "*us*"). This Agreement states the terms and conditions on which we will endeavor to place funds of yours into deposit accounts at other depository institutions from a transaction account with us into which you have deposited funds for such placement (the "*Transaction Account*").

Each depository institution at which we place funds (a "*Destination Institution*") will be a depository institution at which deposit accounts are insured by the Federal Deposit Insurance Corporation ("*FDIC*") up to maximum deposit insurance amounts.

1. ICS Service and Deposit Accounts

1.1. *ICS Service*

(a) We will endeavor to place funds of yours (as a "*Relationship Institution*") at Destination Institutions using ICS®, the Insured Cash Sweep® service, of Promontory Interfinancial Network, LLC ("*Promontory Network*"). The Bank of New York Mellon ("*BNY Mellon*") will act as issuing agent, sub-custodian, settlement agent, and recordkeeper.

(b) Subject to the other terms and conditions of this Agreement, when we place funds of yours in a deposit account held at a Destination Institution for your funds placed through the ICS service (a "*Deposit Account*"), the amount of our outstanding placements of your funds at the Destination Institution through ICS will not exceed the FDIC standard maximum deposit insurance amount ("*SMDIA*"), which is currently \$250,000.

(c) We offer placement of funds through ICS to businesses, nonprofit entities, and, subject to applicable law, public entities. We may also choose to place funds through ICS for individuals with a demonstrated need to maintain large cash balances (e.g., \$500,000 or more) over a 12-month period. You must be capable of using, and you agree to use, the ICS Depositor Control Panel ("*DCP*"), an online tool described in this Agreement, to review proposed placements and for other purposes. You also agree to receive notices concerning ICS deposits that may be posted on the DCP or sent by email.

1.2. *Deposit Accounts at Destination Institutions*

(a) Each Deposit Account, including the principal amount and the accrued interest, will be a deposit obligation solely of the Destination Institution at which the Deposit Account is held. It will not be a deposit obligation of ours or of Promontory Network, BNY Mellon, or any other person or entity.

(b) Funds in your Deposit Accounts will be "deposits," as defined by federal law, at the Destination Institutions. Appendix A further describes the Deposit Accounts, which will be non-time deposits that you access as described in this Agreement.

2. Your Relationship With Us

2.1. *Agency and Custodial Relationship*

(a) We will act as your agent in placing your funds through the ICS service. Under a separate agreement with you that grants us custodial powers (the "*Custodial Agreement*"), we will also act as your custodian with respect to the Deposit Accounts.

(b) Each Deposit Account will be recorded (i) on the records of the Destination Institution in the name of BNY Mellon, as our sub-custodian, (ii) on the records of BNY Mellon in our name, as your custodian, and (iii) on our records in your name. The recording will occur in a manner that permits the Deposit Account to be FDIC-insured to the same extent as if it were recorded on the records of Destination Institution in your name.

(c) For purposes of Article 8 of the Uniform Commercial Code, we will act as your securities intermediary for, and will treat as financial assets, the Deposit Accounts and all your security entitlements and other related interests and assets with respect to the Deposit Accounts, and we will treat you as entitled to exercise the rights that constitute the Deposit Accounts. All interests that we hold with respect to the Deposit Accounts will be held by us only as your securities intermediary and will not be our property. You will be the owner of all funds of yours that we place for you through the ICS service and any interest on those funds.

2.2. *Termination of Custodial Relationship*

(a) Either you or we may terminate the custodial relationship between you and us at any time. You may not transfer the Deposit Accounts to another custodian, but you may dismiss us as your custodian with respect to a Deposit Account and request that the Deposit Account be recorded on the records of the Destination Institution in your name. We will endeavor to cause any such request to be promptly forwarded to the Destination Institution. Each Destination Institution has agreed that it will promptly fulfill any such requests, subject to its customer identification policies and other standard account opening terms and conditions.

(b) If a Deposit Account has been recorded on the records of a Destination Institution in your name pursuant to Section 2.2(a), you will be able to enforce your rights in the Deposit Account directly against the Destination Institution, but we will no longer have any custodial responsibility with respect to the Deposit Account and you will not be able to enforce any rights with respect to the Deposit Account against the Destination Institution through us.

3. Custodial Account, Depositor Identifier, and Interest Rate

3.1. *Custodial Account and Depositor Identifier*

(a) As your custodian, we will open on our records, either directly or with the assistance of BNY Mellon, a custodial account in which we will hold your interests with respect to the Deposit Accounts (an "*ICS Custodial Account*"). We may permit you to have multiple ICS Custodial

Accounts for your business purposes, and we may also permit you to have multiple Transaction Accounts associated with a single ICS Custodial Account.

(b) On the signature page of this Agreement, you will enter a unique alphanumeric identifier for you (a "*Depositor Identifier*"), which will be associated with your ICS Custodial Account. You will enter as your Depositor Identifier your federal taxpayer identification number ("*TIN*"), unless you do not have a TIN, in which case you will enter an alternate identifier that we approve.

(c) If you do not have a TIN and use an alternate identifier, you must use the same alternate identifier for all placements of your funds, by us or by any other institution, through the ICS service or Promontory Network's CDARS® service. If you do not have a TIN and subsequently obtain one, you must promptly report it to us and any such other institutions, and we may use the TIN as your Depositor Identifier.

3.2. *Interest Rate*

(a) The interest rate for your Deposit Accounts at Destination Institutions on any day will be the then-current rate we establish for them, which may be any rate (including zero) and which we may modify at any time (the "*Interest Rate*"). We do not promise that the Interest Rate will be any particular rate or that the Interest Rate that is effective at a given time will be effective at a later time. Through your continued participation in ICS, you accept each applicable Interest Rate.

(b) Payment of the full amount of all accrued interest on a Deposit Account at a Destination Institution will be solely the responsibility of the Destination Institution. Neither we nor any other person or entity will be indebted to you for such payment.

4. Placement Procedures

4.1. *Settlement and Balances*

(a) Settlement of payments to and from ICS participating institutions through BNY Mellon ("*ICS Settlement*") will occur on each day that is not a Saturday, a Sunday, or another day on which banks in New York, New York, are authorized or required by law or regulation to close (a "*Business Day*").

(b) On any day, you may confirm through the DCP the aggregate principal balance in your Deposit Accounts (your "*Program Balance*") for each ICS Custodial Account, and your principal balance and accrued interest at each Destination Institution, as of the preceding Business Day or, after completion of ICS Settlement on a Business Day, as of that Business Day.

4.2. *Triggering Events*

(a) Schedule 1 to this Agreement sets forth events that will trigger a transfer of funds from the Transaction Account to the Deposit Accounts at ICS Settlement (a "*Program Deposit*") or a transfer of funds from the Deposit Accounts to the Transaction Account at ICS Settlement (a "*Program Withdrawal*").

(b) Depending on the terms of Schedule 1, an event that triggers a Program Deposit or a Program Withdrawal (a "*Triggering Event*") may

be a specified change in the Transaction Account balance, a request by you that we accept, or another event described in Schedule 1.

(c) If we permit you to have multiple Transaction Accounts associated with a single ICS Custodial Account, Schedule 1 may specify separate sets of Triggering Events for each Transaction Account or one set of Triggering Events for all Transaction Accounts.

(d) Your Transaction Account deposits, alone or when aggregated with other deposits in the same insurable capacity, may exceed the SMDIA. Schedule 2 provides important information concerning the risk of having Transaction Account deposits that exceed the SMDIA.

4.3. *Program Deposits*

(a) The occurrence of a Triggering Event for a Program Deposit does not result in a transfer of funds to your Deposit Accounts until the applicable ICS Settlement occurs.

(b) Subject to the other terms and conditions of this Agreement, and except as provided in Section 4.3(c), a Triggering Event for a Program Deposit under Schedule 1 will result in a transfer of funds to your Deposit Accounts at ICS Settlement the *next* Business Day (a "*Regular Program Deposit*").

(c) Schedule 1 states whether a transfer of funds to your Deposit Accounts at ICS Settlement on the *same* Business Day (a "*Same-Day Program Deposit*") is available and, if so, the cutoff time for you to request a Same-Day Program Deposit (the "*Same-Day Deposit Cutoff Time*"). To the extent Schedule 1 so provides, and subject to the other terms and conditions of this Agreement, a request that we receive and accept before the Same-Day Deposit Cutoff Time will be a Triggering Event that results in a Same-Day Program Deposit.

(d) We may impose a maximum Program Balance amount for your deposits placed through ICS and will inform you of any maximum Program Balance we impose. Even if a Triggering Event for a Program Deposit occurs, we may choose not to transfer the amount to your Deposit Accounts to the extent it would cause the Program Balance to exceed the maximum amount. In addition, we may choose not to transfer to the Deposit Accounts an amount that we have credited to the Transaction Account, but have not yet collected from a third party.

4.4. *Program Withdrawals*

(a) Subject to the other terms and conditions of this Agreement, and except as provided in Section 4.4(b), a Triggering Event for a Program Withdrawal under Schedule 1 will result in a transfer of funds from your Deposit Accounts at ICS Settlement the *next* Business Day (a "*Regular Program Withdrawal*").

(b) Schedule 1 states whether the transfer of funds from your Deposit Accounts at ICS Settlement on the *same* Business Day (a "*Same-Day Program Withdrawal*") is available and, if so, the cutoff time for you to request a Same-Day Program Withdrawal (the "*Same-Day Withdrawal Cutoff Time*"). To the extent Schedule 1 so provides, and subject to the other terms and conditions of this Agreement, a request that we receive and accept before the Same-Day Withdrawal Cutoff

Time will be a Triggering Event that results in a Same-Day Program Withdrawal.

4.5. *Program Withdrawal Advances; Security Interest*

(a) If Schedule 1 provides that we will advance funds to you in anticipation of a Program Withdrawal, or if we otherwise decide in our discretion to advance funds to you in anticipation of a Program Withdrawal, you will owe the amount of these funds to us and we will retain from the funds we receive at ICS Settlement the amount we have advanced to you.

(b) With respect to any amount that you owe to us pursuant to Section 4.5(a):

(i) you grant us, and acknowledge that we have, a security interest in, and a lien on, your Deposit Accounts, related security entitlements, and other related interests and assets that we may hold for you as custodian and securities intermediary pursuant to the Custodial Agreement for the amount you owe to us,

(ii) if a Destination Institution fails before a Program Withdrawal is completed, we may retain the amount of the Program Withdrawal from the proceeds of your FDIC insurance claim to satisfy the amount you owe to us, and

(iii) to the extent the amount you owe to us is not satisfied from the interests and assets we are holding for you pursuant to the Custodial Agreement, or from the proceeds of any FDIC insurance claim, the amount remains owed by you to us and is payable on demand.

(c) If, in a separate agreement, you have granted us a security interest in your Deposit Accounts or in any security entitlements or other interests or assets relating to your Deposit Accounts as collateral for a loan to you or otherwise, we may decline to honor a request for a Program Withdrawal, or decline to honor a debit transaction in the Transaction Account that would trigger a Program Withdrawal or be funded by a Program Withdrawal, to the extent the Program Withdrawal would cause your Program Balance to fall below the loan amount or other amount that you have agreed to maintain in your Deposit Accounts or to which the security interest applies. If, in a separate agreement, you have granted us a security interest in the Transaction Account, we also may decline to honor debit transactions in the Transaction Account in accordance with the separate agreement.

4.6. *Statements*

(a) For each ICS Custodial Account, we will provide you with periodic account statements that include your Program Balance as of the end of the statement period, the total interest you have earned on your Deposit Accounts during the period, the rate of return you have earned on the daily average closing principal balance in your Deposit Accounts for the period (which will be referred to as the "*Statement Period Yield*"), and your principal balance at each Destination Institution in which your funds are deposited as of the end of the period. You should retain these account statements.

(b) The account information available on the DCP as described in Section 4.1(b), and the periodic statements described in Section 4.6(a), will be the only evidence that you will receive of your ownership of the funds. You should retain the account statements for your records.

5. Daily Allocation and Depositor Control

5.1. *Daily Allocation; Review and Consent*

(a) In addition to allocating your funds to each Destination Institution in an amount that is under the FDIC insurance limit, the ICS process for allocating Program Deposits, Program Withdrawals, and funds already on deposit reflects various considerations, including the need for certain Destination Institutions to receive deposits in amounts they have placed for their own customers and possible limits on the amounts a Relationship Institution is authorized to place or a Destination Institution has agreed to receive. Applicable deposit amounts may change from day to day. Accordingly, the allocation of funds takes place each Business Day.

(b) As a result of the daily allocation of funds in ICS and the allocation objectives outlined in Section 5.1(a), the set of Destination Institutions to which your funds on deposit are allocated on a Business Day, and the amount allocated to each Destination Institution, may differ from a previous Business Day's allocation. A different allocation may involve the movement of funds from one Destination Institution to another Destination Institution, even though you do not have a Program Deposit or a Program Withdrawal. Such movements of funds will not affect any Interest Rate.

(c) You exercise control over the allocation of your funds through direct contact with us and through the DCP. You are responsible for reviewing the important information we provide you through the DCP, including information regarding proposed allocations that we provide each Business Day. In addition, on request at any time, we will provide you with a list of all Destination Institutions.

(d) Although we will not allocate your funds to Destination Institutions that you exclude or reject as set forth below, you authorize and consent to the allocation of your funds at Destination Institutions that you approve, or do not exclude or reject, as set forth below.

5.2. *Destination Institution Exclusions*

(a) You may enter the name of any depository institution on a list of exclusions from eligibility to receive your funds through ICS (the "*List of Exclusions*"). The initial List of Exclusions appears in Schedule 4 to this Agreement.

(b) An exclusion in Schedule 4 is effective when we have signed the Agreement. You may later add exclusions to your List of Exclusions, or subtract exclusions from your List of Exclusions, by contacting us in a manner we specify. If you add an exclusion in this manner, the new exclusion will be effective within one Business Day after the first Business Day on which we have received the notice from you.

(c) If, on a Business Day, you have outstanding deposits that we have placed for you using Promontory Network's CDARS service, and you have provided the same taxpayer identification number to us for

purposes of CDARS and ICS, our allocation of your funds at Destination Institutions for that Business Day in ICS:

(i) will not include allocation to a Destination Institution that is the subject of a then-effective designation by you as ineligible to receive your funds through CDARS, and

(ii) will not cause the balance in your Deposit Accounts at a Destination Institution, together with the outstanding deposits, if any, that we have placed for you at that Destination Institution through CDARS, to exceed the SMDIA.

5.3. *Depositor Control Panel*

(a) Promontory Network will assist us in providing the DCP to you. Schedule 3 to this Agreement provides access information for the DCP. When you first log in to the DCP using the login credentials described in Schedule 3, you will be required to change your DCP user name and password.

(b) You represent that you have a computer with Internet access, an e-mail address, the ability to download and print information from the DCP for your records, and the knowledge and experience to use an online tool for the DCP functionality. In addition, you acknowledge that you will be required to obtain and maintain all equipment and services necessary for access to the DCP.

5.4. *Depositor Placement Review*

(a) Each Business Day, your aggregate principal balance that will be in Deposit Accounts at Destination Institutions after that day's ICS Settlement will be provisionally allocated to Destination Institutions. The amount allocated will reflect your Program Balance as of the last ICS Settlement, plus any Program Deposit that will occur at the day's ICS Settlement, minus any Program Withdrawal that will occur at the day's ICS Settlement. The allocation may provide that previously-deposited funds will be removed from one or more Destination Institutions and deposited in one or more other Destination Institutions.

(b) After the provisional allocation occurs on a Business Day, but before it becomes final at the day's ICS Settlement, Depositor Placement Review ("*DPR*") will occur through the DCP. Even if a Destination Institution is not on your List of Exclusions, the final allocation that day will not allocate your funds to a Destination Institution at ICS Settlement if you reject it during DPR through the DCP. The initial DPR time period is set forth in Schedule 3. We may change the DPR period by posting advance notice of the change on the DCP. Your rejection of a Destination Institution will be effective only if you submit it, as specified in the DCP, before DPR ends.

(c) In DPR, you will see a list of Destination Institutions to which your funds are proposed to be allocated at ICS Settlement later that day (the "*Proposed Placement List*"), reflecting the provisional allocation of all your funds, including funds that will be moved from one Destination Institution to another Destination Institution. The Proposed Placement List will include the principal balance allocated to each Destination Institution. If you review the Proposed Placement List, and you click the approval button or you do not reject any of the Destination Institutions

on the list, you will be approving the proposed allocation and your funds will be allocated in accordance with the list.

(d) If you reject any of the Destination Institutions on the Proposed Placement List, you will be approving allocation to Destination Institutions on the list that you do not reject. After entering rejections, if sufficient time remains in DPR, you will have the opportunity to review a list of other Destination Institutions to which your funds could be allocated (the "*Alternate Placement List*"). If you click the approval button for the Alternate Placement List, or you do not reject any of the Destination Institutions on it, you will be approving the allocation of your funds to any of the listed Destination Institutions. If you reject any of the Destination Institutions on the Alternate Placement List, you will be approving allocation to listed Destination Institutions that you do not reject. Your funds may be allocated to any combination of Destination Institutions on the Proposed Placement List and the Alternate Placement List that you do not reject.

(e) If the provisional allocation on a Business Day would result in funds of yours currently at one Destination Institution being moved to another Destination Institution and you reject the other Destination Institution in DPR that Business Day, the funds will not necessarily remain at the first Destination Institution. The funds will be allocated to a Destination Institution that you do not reject or returned to the Transaction Account.

(f) A Destination Institution that you reject in DPR will also be added to your List of Exclusions, for purposes of future allocations, within one Business Day after the Business Day on which you submit the rejection.

(g) We do not guarantee that all your funds will be allocated to Destination Institutions on any particular day, even if they were allocated to Destination Institutions on a previous day. Exclusions of Destination Institutions, and rejections of Destination Institutions in DPR, may increase the chance that funds will not be allocated. If funds not yet transferred to your Deposit Accounts are not allocated to a Destination Institution on a Business Day, the funds will remain in the Transaction Account. If funds previously transferred to the Deposit Accounts are not allocated to a Destination Institution on a Business Day, the funds will be returned to the Transaction Account.

6. FDIC Insurance Considerations

6.1. *Deposit Insurance Coverage*

(a) You may obtain information about FDIC deposit insurance coverage by visiting the FDIC website at www.fdic.gov or by contacting the FDIC by letter, email, or telephone. All your deposits at a Destination Institution in the same insurable capacity (whether you are acting directly or through an intermediary) will be aggregated for purposes of the SMDIA. You should add to your List of Exclusions any FDIC-insured depository institution at which you have other deposits in the same insurable capacity. Insurable capacities include, among others, individual accounts and joint accounts.

(b) Separate divisions within a corporate entity are not eligible for separate insurance coverage, and a separate TIN or other Depositor Identifier does not necessarily evidence or establish a separate

insurable capacity. It is your obligation to determine whether funds we are placing for you through ICS are maintained in separate insurable capacities. We will use the Depositor Identifier to identify you, and we will place your funds on the understanding that you are not depositing funds for placement under more than one Depositor Identifier in the same insurable capacity.

(c) The requirements for FDIC deposit insurance coverage of the deposits of the United States government, state, county, and municipal governments and their political subdivisions, the District of Columbia, and the Commonwealth of Puerto Rico are set forth in FDIC regulations. If you are a governmental unit, you are responsible for determining whether the requirements for deposit insurance have been met. We are not responsible for uninsured losses resulting from the placement of deposits that are not eligible for deposit insurance.

(d) The records maintained for us by BNY Mellon regarding ownership of the Deposit Accounts will be used to establish your eligibility for deposit insurance coverage. Accordingly, you must immediately report to us any changes in ownership information. We will inform BNY Mellon of any such changes so that it will have accurate information to provide to the FDIC if a Destination Institution fails and the FDIC pays its insured deposits by cash payment. The FDIC could also require you to provide additional documentation.

6.2. *Deposit Insurance Payments*

(a) In case of the liquidation of, or other closing or winding up of the affairs of, an insured depository institution, the FDIC is generally required by law to pay each insured deposit "as soon as possible," either by cash payment or by transferring the deposit to another insured depository institution. It is possible, however, that an insurance payment could be delayed. Neither we nor any other person or entity will be obligated to advance funds to you with respect to an insurance payment or to make any payment to you in satisfaction of a loss you might incur as a result of a delay in an insurance payment.

(b) If a Destination Institution at which your funds are deposited is closed and the FDIC does not transfer deposits that include your funds to another insured depository institution, but will make a deposit insurance cash payment, we will cause a deposit insurance claim for your funds to be filed with the FDIC, and we will credit to you the proceeds of the deposit insurance claim that we receive for your funds, subject to any valid security interest.

(c) If the FDIC makes a deposit insurance cash payment for a Deposit Account at a closed Destination Institution, the FDIC is required by law to pay the principal amount plus unpaid accrued interest to the date of the closing of the Destination Institution, as prescribed by law, subject to the SMDIA. No interest is earned on a Deposit Account after the Destination Institution closes.

(d) If the FDIC transfers the deposits of a closed Destination Institution to another insured depository institution, the acquiring institution may assume a Deposit Account. The acquiring institution may change the rate at which it pays interest on the assumed Deposit Account, subject to your right to withdraw the funds.

6.3. *Responsibility to Monitor Deposits; Available Information*

(a) You are responsible for monitoring the total amount of your funds at each Destination Institution in each insurable capacity to determine the extent of FDIC deposit insurance coverage available to you for deposits at that Destination Institution. You should confirm that each placement of your funds at Destination Institutions is consistent with your exclusions and rejections.

(b) Publicly available financial information concerning the Destination Institutions can be obtained by you at the website of the National Information Center of the Federal Reserve System at www.ffiec.gov/nicpubweb/nicweb/nichome.aspx.

7. Additional Considerations

7.1. *Reciprocal and One-Way*

(a) We may participate in the ICS service through one or both of two different forms of the service. When we place your funds using ICS® Reciprocal, we will receive matching funds placed by other participating institutions for their customers and pay a fee to Promontory Network. When we place your funds using ICS® One-WaySM, we will not receive matching funds placed by other participating institutions for their customers or pay a fee to Promontory Network, but we and Promontory Network may receive fees from Destination Institutions in connection with funds placed. The fees may be different for different Destination Institutions.

(b) Interest on the Deposit Accounts will be earned at the Interest Rate, whether we use ICS Reciprocal or ICS One-Way in placing your funds. Available rates may be different depending on which form of ICS we use. In ICS Reciprocal, the fee we pay to Promontory Network may affect available rates. In ICS One-Way, fees paid by Destination Institutions to us or to Promontory Network, or cost-of-funds rates at which Destination Institutions may request funds, may affect available rates. We will not collect a fee from you for the placement of your funds through ICS.

(c) Schedule 4 includes two boxes relating to which form of the ICS service we may use for placement of your funds. If you check the first of these two boxes, we may use ICS Reciprocal, ICS One-Way, or both. We will not be obligated to inform you of the rates that might be available using the form we do not use, and we may select a form that provides greater benefits to us. If you check the second of these two boxes, we may use only ICS Reciprocal.

(d) If you are subject to restrictions on the placement of your funds at depository institutions, you are responsible for determining whether the placement of your funds through ICS, in accordance with Schedule 4, satisfies the restrictions.

7.2. *Compare Rates*

(a) We are not acting as your investment advisor, and we are not advising you about alternative investments. You are responsible for comparing the rates of return and other features of the Deposit Accounts to other available deposit accounts and other kinds of investments before choosing placement of your funds through ICS.

(b) The Interest Rate may be higher or lower than a cost-of-funds rate for a Destination Institution, an interest rate for another customer, or interest rates on comparable deposits available directly from us, from the Destination Institutions at which the Deposit Accounts are held, from other Destination Institutions, or from insured depository institutions that are not Destination Institutions.

(c) To the extent permitted by applicable law, Promontory Network may offer us and our employees non-cash incentives of insignificant monetary value, such as plaques, in connection with our placement of funds.

7.3. Allocation Considerations and Compensatory Payments

(a) The ICS allocation process is subject to applicable law and may be affected by our objectives, Promontory Network's objectives, or both, including administrative convenience, reduction of costs, and enhancement of profits.

(b) Participating institutions in the ICS service may make compensatory payments resulting in payments to other participating institutions, or receive compensatory payments resulting from payments by other participating institutions, reflecting the difference between an interest rate for a placing institution's customers and a rate at which the receiving institution would otherwise pay interest.

(c) If we were to become insolvent, our receiver or other successor in interest could transfer custody of the Deposit Accounts, and our rights and obligations under this Agreement, to a new custodian that participates in ICS. Alternatively, you could exercise your right to have the Deposit Accounts recorded on the records of the Destination Institutions in your name pursuant to Section 2.2(a).

7.4. Mutual Institution Voting and Subscription Rights

(a) Your funds may be placed in a Deposit Account at a Destination Institution that is in the mutual form of organization. Such a Deposit Account will be recorded on the records of the mutual institution in the name of the sub-custodian and not in your name. The sub-custodian will not attend or vote at any meeting of the depositor members of a mutual institution, or exercise any subscription rights in a mutual institution's mutual-to-stock conversion, either on its own behalf or on your behalf. You hereby waive any right you may have to attend or vote at any meeting of the depositor members, or to receive or exercise any subscription rights you may have in the event that the mutual institution converts from mutual to stock form, even if your funds were on deposit in a Deposit Account as of an applicable record date.

(b) If we receive from the sub-custodian notice of a meeting of depositor members of a mutual institution or other materials or information relating to a mutual institution's mutual-to-stock conversion, we may forward such notice, materials, or information to you. If you wish to receive such notice, materials, or information directly from the mutual institution, attend or vote at any meeting of the depositor members of the mutual institution, or receive subscription rights in the event the mutual institution converts from mutual to stock form, you must, before the applicable record date (a date that is usually at least one year in advance of the date the mutual institution's board of directors adopts a plan of conversion), dismiss us as your custodian

and have the Deposit Account recorded on the records of the mutual institution in your name pursuant to Section 2.2(a).

8. Other Provisions

8.1. Release and Use of Identifying Information

(a) You consent to our providing your name, TIN or other Depositor Identifier, and other information that specifically identifies you ("*Identifying Information*") to Promontory Network, BNY Mellon, and other parties providing services in connection with ICS (each a "*Service Provider*"). A Service Provider may use the Identifying Information in connection with its provision of such services. We or a Service Provider may also provide Identifying Information to a Destination Institution, but will do so only to the extent necessary to comply with a request by you or your agent or to comply with applicable law. In addition, we or a Service Provider may provide Identifying Information to the FDIC in connection with a deposit insurance claim.

(b) Except as provided in Section 8.1(a), we will not provide Identifying Information to any other party unless we determine that (i) we are required by applicable law to do so or (ii) we are permitted by applicable law to do so and have reasonable grounds to do so to protect our own legal or business interests or the legal or business interests of Promontory Network or BNY Mellon. Promontory Network may use and disclose any and all analyses, comparisons, indexes, or other data or information assembled, compiled, or otherwise developed by Promontory Network, including information regarding aggregated activity of ICS depositors, provided that it does not use or disclose any Identifying Information in a manner contrary to this Section 8.1.

8.2. Tax Reporting and Withholding

(a) To the extent required by applicable law, we will file with the U.S. Internal Revenue Service (the "*IRS*"), and furnish to you, IRS Form 1099-INT or its equivalent, or IRS Form 1042-S or its equivalent, as applicable, for interest paid on the Deposit Accounts by the Destination Institutions.

(b) If we are notified by the IRS that backup withholding is required for interest on the Deposit Accounts, or if we otherwise determine that we are required by law to collect such backup withholding, we will collect it and pay it to the IRS.

8.3. Liability and Dispute Resolution

(a) We will maintain, directly or through a Service Provider, appropriate records of our placements for you. We will not place your funds through ICS at a Destination Institution that is the subject of a then-effective exclusion on your List of Exclusions, at a Destination Institution that is the subject of a then-effective rejection by you, in an ICS placement at a Destination Institution under the Depositor Identifier in an amount that exceeds the SMDIA, or in a manner that violates Section 5.2(c).

(b) If all or part of your deposit at a Destination Institution is uninsured because of our failure to comply with the requirements set forth in Section 8.3(a), and if the Destination Institution fails and you do not otherwise recover the uninsured portion, we will reimburse you for

your documented loss of the uninsured portion that you do not otherwise recover.

(c) SUBJECT TO OUR REIMBURSEMENT OBLIGATION IN SECTION 8.3(b), AND EXCEPT AS MAY BE OTHERWISE REQUIRED BY APPLICABLE LAW, WE WILL NOT BE LIABLE, AND IN NO EVENT WILL PROMONTORY NETWORK OR BNY MELLON BE LIABLE, TO YOU OR TO ANY THIRD PARTY FOR ANY LOSS OR DAMAGES INCURRED OR ALLEGEDLY INCURRED IN CONNECTION WITH THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, WE, PROMONTORY NETWORK, AND BNY MELLON WILL NOT HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR: (i) ANY LOSS ARISING OUT OF OR RELATING TO A CAUSE OVER WHICH WE DO NOT HAVE DIRECT CONTROL, INCLUDING THE FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, UNAUTHORIZED ACCESS, THEFT, OPERATOR ERRORS, GOVERNMENT RESTRICTIONS, OR FORCE MAJEURE (E.G., EARTHQUAKE, FLOOD, SEVERE OR EXTRAORDINARY WEATHER CONDITIONS, NATURAL DISASTERS OR OTHER ACT OF GOD, FIRE, ACTS OF WAR, TERRORIST ATTACKS, INSURRECTION, RIOT, STRIKES, LABOR DISPUTES OR SIMILAR PROBLEMS, ACCIDENT, ACTION OF GOVERNMENT, COMMUNICATIONS, SYSTEM OR POWER FAILURES, OR EQUIPMENT OR SOFTWARE MALFUNCTION), (ii) DELAY IN ANY FDIC INSURANCE PAYMENT, (iii) THE FINANCIAL CONDITION OF ANY DESTINATION INSTITUTION OR THE ACCURACY OF ANY FINANCIAL INFORMATION ABOUT ANY DESTINATION INSTITUTION, OR (iv) ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS).

(d) ANY DISPUTES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL BE GOVERNED BY THE DISPUTE RESOLUTION, ARBITRATION, CHOICE OF LAW, VENUE, WAIVER OF JURY TRIAL, AND COSTS RELATED TO DISPUTES PROVISIONS, IF ANY, CONTAINED IN THE CUSTODIAL AGREEMENT.

8.4. *Miscellaneous*

(a) This Agreement constitutes the entire agreement between you and us relating to the placement of deposits through ICS and any other matter herein, supersedes prior agreements, understandings, negotiations, representations, and proposals, written or oral, relating to any matter herein, and may not be amended by any oral representation made or oral agreement reached after the execution of this Agreement.

(b) This Agreement and, unless otherwise provided in the Custodial Agreement, the Custodial Agreement may be executed in

counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument. This Agreement and, unless otherwise provided in the Custodial Agreement, the Custodial Agreement will be valid, binding, and enforceable against you and us when executed by one of the following means that we accept: (i) an original manual signature, (ii) a DocuSign® eSignature or another electronic signature that we accept, or (iii) a faxed, scanned (including in a Portable Document Format or PDF document), or photocopied signature that we accept. Each DocuSign® eSignature, other electronic signature, or faxed, scanned, or photocopied signature that we accept shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original signature, and you and we waive any objection to the contrary.

(c) Either party may terminate this Agreement on written notice to the other, but the obligations of both parties will survive with respect to any funds deposited at the time of termination. In addition, the provisions of this Section 8 will survive termination.

(d) Appendix A and Schedules 1, 2, 3, and 4 (each a "*Schedule*") are incorporated into and made part of this Agreement. We may amend this Agreement, including Appendix A or any Schedule, prospectively by giving you written notice of the amendment at least fourteen (14) days before the effective date of the amendment, which will be specified in the amendment. We may provide written notice of the amendment by means of a posting on the DCP, an entry on your account statement, an email message, or a printed letter.

(e) Except as provided in Section 7.3(c), this Agreement may not be assigned, in whole or in part, by either party except by operation of law or as required by applicable law, and any purported assignment in violation hereof is void.

(f) The headings in this Agreement are not intended to describe, interpret, define, or limit the scope or intent of this Agreement or any clause hereof. Except as otherwise specified, a reference to a Section is a reference to a section of this Agreement. A reference to Appendix A is a reference to Appendix A to this Agreement, and a reference to a Schedule is a reference to a schedule to this Agreement. The term "applicable law" refers to all applicable statutes, rules, regulations, and judicial orders, whether federal, state, or local. The term "including" does not imply exclusion. The term "month" refers to the calendar month, and the term "year" refers to the calendar year.

The remainder of this page is intentionally left blank.

By signing below, you (as Depositor) and we (as Relationship Institution) agree to be legally bound by this ICS Deposit Placement Agreement, effective when you and we have signed it. If the Transaction Account is a joint account, each owner of the Transaction Account must sign this Agreement, and funds in your Deposit Accounts will be held in the same joint ownership capacity.

RELATIONSHIP INSTITUTION

Institution name: _____

Signature: _____

Name and title of authorized signatory:

Date signed: _____

SOLE OR PRIMARY DEPOSITOR

Depositor name: _____

Signature: _____

Name and title of authorized signatory (if not individual):

Depositor TIN or approved alternate identifier (and type):

Email address: _____@_____

Date signed: _____

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor name: _____

Signature: _____

Depositor TIN or approved alternate identifier (and type):

Email address: _____@_____

Date signed: _____

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor name: _____

Signature: _____

Depositor TIN or approved alternate identifier (and type):

Email address: _____@_____

Date signed: _____

(Add signature lines as need.)

Deposit Accounts

1. Account Types

(a) We offer both the ICS demand option and the ICS savings option. With the ICS demand option, funds that we place for you through ICS at a Destination Institution will be placed in a Deposit Account that is a demand deposit account ("*DDA*"). With the ICS savings option, funds that we place for you through ICS at a Destination Institution will be placed in a Deposit Account that is a money market deposit account ("*MMDA*").

(b) In accordance with federal regulations, for funds placed using the ICS savings option, each Destination Institution reserves the right to require written notice of an intended withdrawal from an MMDA not less than seven days before the withdrawal is made. The Destination Institutions have indicated that they do not currently intend to exercise this right.

(c) We will establish for you separate ICS Custodial Accounts for funds placed using the ICS demand option and for funds placed using the ICS savings option. In addition, we may establish different Interest Rates for your use of the ICS demand option and the ICS savings option.

2. Program Withdrawal Limit

(a) With the ICS demand option, there is no per-month limit on the number of permitted Program Deposits or on the number of permitted Program Withdrawals.

(b) With the ICS savings option:

(i) There is no per-month limit on the number of permitted Program Deposits.

(ii) You are permitted up to six Program Withdrawals per month for an ICS Custodial Account used with the ICS savings option. To remain within this limit, you should satisfy yourself that the Triggering Events for Program Deposits and Program Withdrawals under Schedule 1 are appropriate in light of your anticipated day-to-day activity in any Root Account associated with the ICS Custodial Account.

(iii) In addition to applying the Program Withdrawal limit, we will allocate funds so that, in accordance with federal regulations, your funds are not withdrawn from an MMDA at any one Destination Institution more than six times in a month.

(iv) Although we may permit you to have more than one ICS Custodial Account for your business purposes, you may not have more than one ICS Custodial Account for the purpose of avoiding the effects of the Program Withdrawal limit.

(v) If Triggering Events on the same Business Day result in both a Same-Day Program Withdrawal, on that Business Day, and a Regular Program Withdrawal, on the next Business Day, the Triggering Events will have resulted in your use of two of your six Program Withdrawals for the month.

(vi) If the Triggering Event for a Regular Program Withdrawal occurs on the last Business Day of a month, the Regular Program Withdrawal will occur on the first Business Day of the following month for purposes of the Program Withdrawal limit that applies in connection with the ICS savings option.

3. Excess Program Withdrawals

(a) With the ICS savings option, the consequences of exceeding the limit of six Program Withdrawals depend on whether you give us, in Section 4 of this Appendix A, an advance instruction to endeavor to reallocate your funds from the ICS savings option to the ICS demand option in the circumstances described in Section 3(b) of this Appendix A (a "*Reallocation Instruction*").

(b) If you give us a Reallocation Instruction, the following provisions will apply:

(i) So long as you have not exceeded the limit of six Program Withdrawals for the ICS savings option in any two previous months:

(A) you may use all six permitted Program Withdrawals in a month, and

(B) if an excess (seventh) Program Withdrawal occurs before the last Business Day of the month, we will endeavor to reallocate all the remaining funds in your MMDAs at Destination Institutions to DDAs at Destination Institutions, and we will transfer to the Root Account any such funds not so reallocated.

(ii) If you have exceeded the limit of six Program Withdrawals for the ICS savings option in any two previous months and a sixth Program Withdrawal occurs in a month, (A) we will endeavor to reallocate all the remaining funds in your MMDAs at Destination Institutions to DDAs at Destination Institutions, and we will transfer to the Root Account any such funds not so reallocated, and (B) the ICS Custodial Account will be ineligible for the ICS savings option for the remainder of the month and for the next six full months. Your eligibility to use the ICS demand option will not be affected.

(c) If you do not give us a Reallocation Instruction, the following provisions will apply:

(i) If you have not exceeded the limit of six Program Withdrawals for the ICS savings option in any two previous months:

(A) you may use all six permitted Program Withdrawals in a month, and

(B) if an excess (seventh) Program Withdrawal occurs before the last Business Day of the month, we will transfer all the remaining funds in your MMDAs at Destination Institutions to the Root Account.

(ii) If you have exceeded the limit of six Program Withdrawals for the ICS savings option in any two previous months and a sixth Program Withdrawal occurs in a month, (A) we will transfer all the remaining funds in your MMDAs at Destination Institutions to the Root Account, and (B) the ICS Custodial Account will be ineligible for Program Deposits for the remainder of the month and for the next six full months. Your eligibility to use the ICS demand option will not be affected.

(d) If all the funds in MMDAs for an ICS Custodial Account have been returned to the Root Account pursuant to Section 3(b) or Section 3(c) of this Appendix A, no Program Deposits for the ICS savings option will occur before the end of the month. If, in addition, the ICS Custodial Account has become ineligible for Program Deposits, no Program Deposits for the ICS Custodial Account will occur during the period of ineligibility.

4. Reallocation Instruction

If you check this box, you are giving us a Reallocation Instruction as defined in Section 3(a) of this Appendix A.

If you check this box, you are not giving us a Reallocation Instruction.

SCHEDULE 1 TO ICS DEPOSIT PLACEMENT AGREEMENT

Program Deposits and Program Withdrawals

1. Specified Terms

(a) For the ICS demand option, the Sweep Threshold and the Return Threshold are as follows:

Sweep Threshold	Return Threshold
\$	\$

(b) For the ICS savings option, the Sweep Threshold and the Return Threshold are as follows:

Sweep Threshold	Return Threshold
\$	\$

(c) The Same-Day Deposit Cutoff Time is as follows:

AM PM Eastern Central Mountain Pacific
 (insert time) (check AM or PM) (check time zone)

Daylight Saving Time applies when nationally in effect unless checked here

2. Program Deposits

(a) The Triggering Event for a Regular Program Deposit is a net change in the Transaction Account balance that causes its balance to exceed the Sweep Threshold. After posting all your Transaction Account activity for a Business Day, we will determine whether the Transaction Account balance exceeds the Sweep Threshold. Subject to the other terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer the excess amount to Deposit Accounts at ICS Settlement on the next Business Day.

(b) The Triggering Event for a Same-Day Program Deposit is a Same-Day Program Deposit request by you that we receive and accept before the Same-Day Deposit Cutoff Time on a Business Day. Subject to the other terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer the requested amount to Deposit Accounts at ICS Settlement later on the same Business Day.

(c) If a Triggering Event for a Program Deposit occurs, we may debit the Transaction Account and credit a holding account before the transfer of funds to Deposit Accounts occurs at ICS Settlement.

3. Program Withdrawals

(a) All Program Withdrawals will be Regular Program Withdrawals, which occur on the Business Day following the Triggering Event. The Triggering Event for a Program Withdrawal is a net change in the Transaction Account balance, after the posting of all your Transaction Account activity for a Business Day, that causes its balance (exclusive of any amounts that we credit as advances in anticipation of a Program Withdrawal) to be less than the Return Threshold. Subject to the other terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer an amount from your Deposit Accounts at ICS Settlement on the next Business Day, up to the available amount in your Deposit Accounts, sufficient to restore the Transaction Account balance to the Sweep Threshold.

(b) Subject to the other terms and conditions of this Agreement, including Section 4.5, and subject to the rules and cutoff times that otherwise apply to transaction accounts with us, we will honor your debit transactions in the Transaction Account so long as the sum of your funds in the Transaction Account and your funds in your Deposit Accounts, after taking into account any pending Program Deposits and any pending Program Withdrawals, is not less than zero. We will do so even if the amount of the debit transaction exceeds the Transaction Account balance. As set forth in Section 4.5, you will owe us any amounts that we credit as advances in anticipation of a Program Deposit and we will retain those amounts from the funds we receive at ICS Settlement.

(c) If a Triggering Event for a Program Withdrawal occurs, we may credit the Transaction Account and debit a holding account before the transfer of funds from your Deposit Accounts occurs at ICS Settlement.

SCHEDULE 2 TO ICS DEPOSIT PLACEMENT AGREEMENT

Transaction Account Deposits That Exceed the SMDIA

Although we will not place your funds through ICS at any one Destination Institution in an amount that exceeds the FDIC standard maximum deposit insurance amount ("*SMDIA*") of \$250,000, deposits in the Transaction Account, separately or together with your other deposits with us in the same insurable capacity, may exceed the SMDIA. For example, when funds in the Transaction Account are awaiting placement through ICS, they will be subject to a single SMDIA until they are placed through ICS and become deposits at Destination Institutions after ICS Settlement. If you cannot accept the risk of having Transaction Account deposits that exceed the SMDIA in these or other circumstances, it will be your responsibility to make arrangements with us to have the deposits collateralized, protected by a properly-executed repurchase sweep arrangement, or otherwise adequately protected, in a manner consistent with applicable law. You should consult your legal advisor to determine whether a particular collateralization arrangement is consistent with applicable law.

SCHEDULE 3 TO ICS DEPOSIT PLACEMENT AGREEMENT

Depositor Control Panel and Depositor Placement Review

1. Depositor Control Panel

The address of the Depositor Control Panel is <https://www.depositorcontrol.com>.

Your initial login credentials for the Depositor Control Panel will be as follows:

User name:	The account number for the Transaction Account
Password:	The last four characters of the Depositor Identifier entered for the sole or primary Depositor on the signature page of this Agreement

You will also be required to enter the email address you have provided to us.

We will separately advise you of any additional steps required of you by additional security controls.

2. Depositor Placement Review

The DPR period each Business Day will be as follows:

3:00 P.M. to 3:15 P.M. Eastern time Daylight Saving Time applies when nationally in effect

We may change the DPR period by posting notice on the DCP in advance of the change.

SCHEDULE 4 TO ICS DEPOSIT PLACEMENT AGREEMENT

Service Form and Exclusions

1. Reciprocal and One-Way

If you check this box, we may use ICS Reciprocal, ICS One-Way, or both for our placement of your funds through ICS.

If you check this box, we will use only ICS Reciprocal for our placement of your funds through ICS.

2. Exclusions

Each depository institution entered on your List of Exclusions below will be ineligible, as of the date you and we have signed the Agreement, to receive your funds through ICS as a Destination Institution. You may subsequently change your List of Exclusions as provided in the Agreement.

The List of Exclusions should include the city and state of the institution's main office (rather than the city and state of a branch location). The List of Exclusions may also include the institution's FDIC certificate number or transit routing number. Attach additional pages as necessary. If you do not list any exclusions, you should enter "none" under Name of Institution on the first line (but your signature after a blank list will constitute your acknowledgment that you have not listed any exclusions whether or not you enter "none").

3. List of Exclusions

Your List of Exclusions is as follows:

Name of Institution	City and State	FDIC Certificate Number or Routing Number

Signature of sole or primary Depositor: _____

Custodial Agreement

You, the undersigned, enter into this Custodial Agreement (this "*Agreement*") with ("we" or "us").

1. Pursuant to this Agreement, you authorize us (as your "*Relationship Institution*") to hold and act as your custodian with respect to all deposit accounts, including all time deposits, money market deposit accounts, and demand deposit accounts, issued or established at other participating institutions pursuant to the CDARS Deposit Placement Agreement or the ICS Deposit Placement Agreement for funds of yours placed through CDARS®, the Certificate of Deposit Account Registry Service®, or ICS®, the Insured Cash Sweep® service (collectively, the "*Deposit Accounts*") and all your security entitlements and other related interests and assets with respect to the Deposit Accounts (collectively, the "*Related Entitlements*"). The custodial account in which we will hold the Deposit Accounts and Related Entitlements (the "*Custodial Account*") comprises all the CDARS and ICS custodial accounts that we maintain for you.

2. As your custodian, we may (i) cause the Deposit Accounts to be titled in our name or in the name of our sub-custodian, (ii) collect for your account all interest and other payments of income or principal pertaining to the Deposit Accounts, (iii) endorse on your behalf any check or other instrument received for your account that requires endorsement, (iv) deposit your funds in, or withdraw your funds from, the Deposit Accounts in accordance with your instructions, (v) deliver or transfer funds from another account with us to the Deposit Accounts or deliver or transfer funds from the Deposit Accounts to another account with us in accordance with your instructions, (vi) for Deposit Accounts that are time deposits, surrender for payment for your account maturing CD and those for which early withdrawal is requested, (vii) execute and deliver or file on your behalf all appropriate receipts and releases and other instruments, including whatever certificates may be required from custodians or may be necessary to obtain exemption from taxes and to name you when required for the purpose of the instrument, and (viii) take such other actions as are customary or necessary to effectuate the purposes of this Agreement.

3. For purposes of Article 8 of the Uniform Commercial Code as included in applicable state law (the "*UCC*"), we will act as your securities intermediary for, and will treat as financial assets, any Deposit Accounts and Related Entitlements that we hold for you pursuant to this Agreement. The Custodial Account will constitute a securities account, as defined in the UCC.

4. We may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant, or other legal process that we believe (correctly or otherwise) to be valid. We may notify you of such process by telephone, electronically, or in writing. If we are not fully reimbursed for records research, imaging, photocopying, and handling costs by the party that served the process, we may charge such costs to your account, in addition to any minimum fee we charge for complying with legal processes.

5. We may honor any legal process that is served personally, by mail, or by electronic mail or facsimile transmission at any of our offices or an office of our agent (including locations other than where the funds, records, or property sought is held), even if the law requires personal delivery at the office where your account or records are maintained.

6. We will have no liability to you for any good-faith act or omission by us in connection with this Agreement. You agree to indemnify us and our sub-custodian, and to hold us and our sub-custodian harmless from, all expenses (including counsel fees), liabilities, and claims arising out of any good-faith act or omission by us in connection with this Agreement or compliance with any legal process relating to the Custodial Account that we believe (correctly or otherwise) to be valid. You agree to pay any service charges that we impose on the Custodial Account.

7. You may be an individual in an individual capacity, more than one individual in a joint capacity, or a trust, partnership, corporation, or other legal entity. We may accept instructions on your behalf from any individual who signs this Agreement as or on behalf of a Depositor and from any of the following individuals:

Name	Title or Legal Capacity

By signing below, you (as Depositor) and we (as Relationship Institution) agree to be legally bound by this Custodial Agreement, effective when you and we have signed it.

RELATIONSHIP INSTITUTION

Institution name: _____

Signature: _____

Name and title of authorized signatory:

Date signed: _____

SOLE OR PRIMARY DEPOSITOR

Depositor name: _____

Signature: _____

Name and title of authorized signatory (if not individual):

Depositor TIN or approved alternate identifier (and type):

Email address: _____@_____

Date signed: _____

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor name: _____

Signature: _____

Depositor TIN or approved alternate identifier (and type):

Email address: _____@_____

Date signed: _____

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor name: _____

Signature: _____

Depositor TIN or approved alternate identifier (and type):

Email address: _____@_____

Date signed: _____

(Add signature lines as needed.)

CDARS Deposit Placement Agreement

You, the undersigned, enter into this CDARS Deposit Placement Agreement (this "*Agreement*") with ("*we*" or "*us*"). This Agreement states the terms and conditions on which we will endeavor to place funds of yours into certificates of deposit issued by other depository institutions.

Each depository institution at which we place funds (a "*Destination Institution*") will be a depository institution at which deposit accounts are insured by the Federal Deposit Insurance Corporation ("*FDIC*") up to maximum deposit insurance amounts.

1. CDARS Service and CDs

1.1. *CDARS Service*

(a) We will endeavor to place funds of yours (as a "*Relationship Institution*") at Destination Institutions using CDARS®, the Certificate of Deposit Account Registry Service®, of Promontory Interfinancial Network, LLC ("*Promontory Network*"). The Bank of New York Mellon ("*BNY Mellon*") will act as issuing agent, sub-custodian, settlement agent, and recordkeeper.

(b) Subject to the other terms and conditions of this Agreement, when we place funds of yours in a certificate of deposit that a Destination Institution issues for your funds through the CDARS service (a "*CD*"), the amount of our outstanding placements of your funds at the Destination Institution through CDARS will not exceed the FDIC standard maximum deposit insurance amount ("*SMDIA*"), which is currently \$250,000.

1.2. *CDs at Destination Institutions*

(a) Each CD, including the principal amount and the accrued interest, will be a deposit obligation solely of the Destination Institution that issues the CD. It will not be a deposit obligation of ours or of Promontory Network, BNY Mellon, or any other person or entity.

(b) You may not add to or amend a CD, and no secondary market for the CDs exists. Unless an exception applies, you will incur a substantial early withdrawal penalty if you withdraw funds from a CD before maturity.

2. Your Relationship With Us

2.1. *Agency and Custodial Relationship*

(a) We will act as your agent in placing your funds through the CDARS service. Under a separate agreement with you that grants us custodial powers (the "*Custodial Agreement*"), we will also act as your custodian with respect to the CDs.

(b) Each CD will be recorded (i) on the records of the Destination Institution in the name of BNY Mellon, as our sub-custodian, (ii) on the records of BNY Mellon in our name, as your custodian, and (iii) on our records in your name. The recording will occur in a manner that permits the CD to be FDIC-insured to the same extent as if it were recorded on the records of Destination Institution in your name.

(c) For purposes of Article 8 of the Uniform Commercial Code, we will act as your securities intermediary for, and will treat as financial assets, the CDs and all your security entitlements and other related interests and assets with respect to the CDs, and we will treat you as entitled to exercise the rights that constitute the CDs. All interests that we hold with respect to the CDs will be held by us only as your securities intermediary and will not be our property. You will be the owner of all funds of yours that we place for you through the CDARS service and any interest on those funds.

2.2. *Termination of Custodial Relationship*

(a) Either you or we may terminate the custodial relationship between you and us at any time. You may not transfer the CDs to another custodian, but you may dismiss us as your custodian with respect to a CD and request that the CD be recorded on the records of the Destination Institution in your name. We will endeavor to cause any such request to be promptly forwarded to the Destination Institution. Each Destination Institution has agreed that it will promptly fulfill any such requests, subject to its customer identification policies and other standard account opening terms and conditions.

(b) If a CD has been recorded on the records of a Destination Institution in your name pursuant to Section 2.2(a), you will be able to enforce your rights in the CD directly against the Destination Institution, but we will no longer have any custodial responsibility with respect to the CD and you will not be able to enforce any rights with respect to the CD against the Destination Institution through us.

3. Custodial Account, Depositor Identifier, and Interest Rate

3.1. *Custodial Account and Depositor Identifier*

(a) As your custodian, we will open on our records, either directly or with the assistance of BNY Mellon, a custodial account in which we will hold your interests with respect to the CDs (a "*CDARS Custodial Account*").

(b) On the signature page of this Agreement, you will enter a unique alphanumeric identifier for you (a "*Depositor Identifier*"), which will be associated with your CDARS Custodial Account. You will enter as your Depositor Identifier your federal taxpayer identification number ("*TIN*"), unless you do not have a TIN, in which case you will enter an alternate identifier that we approve.

(c) If you do not have a TIN and use an alternate identifier, you must use the same alternate identifier for all placements of your funds, by us or by any other institution, through the CDARS service or Promontory Network's ICS® service. If you do not have a TIN and subsequently obtain one, you must promptly report it to us and any such other institutions, and we may use the TIN as your Depositor Identifier.

3.2. *Interest Rate*

(a) For a placement of your funds at a given time in CDs of a given maturity, the interest rate for the CDs will be a rate to which you and we agree for the CDs (the "*Interest Rate*"). The Destination

Institutions have agreed that interest on CDs will accrue and compound daily at the Interest Rate.

(b) Interest payment frequency may vary depending on the term of the CD. In all cases an interest payment will occur at maturity, and if the CD term is greater than 52 weeks, an interest payment will also occur at each year-end during the term. You may contact us to learn the available interest rate frequencies for a particular CD term. We may give you the option to choose disbursement of interest payments to you by one or more of check, transfer, or credit to principal.

(c) Payment of the full amount of all accrued interest on a CD at a Destination Institution will be solely the responsibility of the Destination Institution. Neither we nor any other person or entity will be indebted to you for such payment.

4. Placement Procedures

4.1. *CDARS Placement Requests*

(a) You may initiate the placement of your funds through CDARS by submitting to us a request for such placement (a "*CDARS Placement Request*"). If we accept the CDARS Placement Request, we will submit to Promontory Network a corresponding order for placement of funds through CDARS (a "*CDARS Order*").

(b) Promontory Network will designate a day that is not a Saturday, a Sunday, or another day on which banks in New York, New York, are authorized or required by law or regulation to close (a "*Business Day*") as a Business Day for which we may submit a CDARS Order (a "*CDARS Order Date*").

(c) When you submit a CDARS Placement Request, we will inform you on request of (i) available CDARS Order Dates, (ii) the CD maturity and payment terms available on CDARS Order Dates, (iii) the penalties that will be imposed for early withdrawal, and (iv) any limits with respect to placing funds.

(d) You may obtain information about the terms and conditions of CDs available through CDARS on a CDARS Order Date at www.CDARS.com/products.

(e) For processing of a CDARS Placement Request on a CDARS Order Date, unless you and we have agreed in writing to other arrangements, you must (i) submit the CDARS Placement Request by the time for submitting such a request set forth in Schedule 1 (the "*CDARS Placement Request Time*") and (ii) have on deposit in an account with us sufficient immediately available funds, which under applicable law are irreversible and are not subject to any lien, claim, or encumbrance, by the funding time set forth in Schedule 1 (the "*CDARS Funding Time*"). You authorize us to place a hold on such funds until after the requested CDARS placement occurs.

(f) Your funds in an account with us described in Section 4.1(e)(ii) or otherwise, alone or when aggregated with other deposits in the same insurable capacity, may exceed the SMDIA. Schedule 2 provides important information concerning the risk associated with having deposits with us that exceed the SMDIA.

4.2. *Depositor Control*

(a) You may obtain a list of Destination Institutions from a contact person we have identified in Schedule 3 or to whom we refer you if a person identified in Schedule 3 is not available (a "*CDARS Allocation Contact*").

(b) You may exclude Destination Institutions from eligibility to receive your funds as set forth in Section 4.3, and you may reject Destination Institutions at which your funds are proposed to be placed as set forth in Section 4.4. You approve the placement of your funds at Destination Institutions that you do not exclude or reject. You may not direct us to place funds at a particular Destination Institution or specify the amount to be placed at a particular Destination Institution.

4.3. *Destination Institution Exclusions*

(a) You may enter the name of any depository institution on a list of exclusions from eligibility to receive your funds through CDARS (the "*List of Exclusions*"). The initial List of Exclusions appears in Schedule 4 to this Agreement

(b) An exclusion in Schedule 4 is effective when we have signed the Agreement. You may later add exclusions to your List of Exclusions, or subtract exclusions from your List of Exclusions, by contacting a CDARS Allocation Contact. If you add an exclusion in this manner, the new exclusion ordinarily will be effective within one Business Day after the first Business Day on which we have received the request from you.

(c) If, on a Business Day, there are outstanding deposits of your funds at Destination Institutions that we have placed for you using the ICS service under a TIN or other depositor identifier that is the same as the Depositor Identifier for this Agreement, our placement of your funds at Destination Institutions for that Business Day in CDARS:

(i) will not include placement at a Destination Institution that is the subject of a then-effective designation by you as ineligible to receive your funds through ICS, and

(ii) will not cause the balance in the CDs at a Destination Institution, together with the outstanding deposits, if any, that we have placed for you at the Destination Institution through ICS, to exceed the SMDIA.

4.4. *Review and Approval of Proposed Placements*

(a) After the deadline for submitting CDARS Orders for a CDARS Order Date, Promontory Network will prepare a proposed allocation of your funds to Destination Institutions through CDARS (a "*CDARS Proposed Allocation*").

(b) You may obtain the CDARS Proposed Allocation from a CDARS Allocation Contact at or after the notification time for it specified in Schedule 3 (the "*CDARS Allocation Notification Time*") up to the response time for it specified in Schedule 3 (the "*CDARS Allocation Response Time*").

(c) To reject any one or more of the Destination Institutions identified in the CDARS Proposed Allocation, you must inform a

CDARS Allocation Contact of the rejection by the CDARS Allocation Response Time. If you reject a Destination Institution by the CDARS Allocation Response Time, we will add the rejected Destination Institution to your List of Exclusions.

(d) Subject to the other provisions of this Agreement, including those concerning limits on placements, your funds will be placed at Destination Institutions identified in a CDARS Proposed Allocation that you do not reject by the CDARS Allocation Response Time.

(e) If you reject one or more of the Destination Institutions by the CDARS Allocation Response Time, or if one or more of them becomes unavailable for placement for any reason, a result may be that only a portion of your funds, or none of your funds, will be placed at Destination Institutions. We will inform you of the amount of your funds that will not be placed, and you may request that we submit a CDARS Order for your unplaced funds on another CDARS Order Date. We do not guarantee that funds you submit for placement will be placed at Destination Institutions, in whole or in part.

4.5. *Issuance; Confirmation and Statements*

(a) On the date for settlement of CDARS placements for a CDARS Order Date (the "*CDARS Settlement Date*"), which is ordinarily the first Business Day after the CDARS Order Date, each Destination Institution at which your funds are being placed will issue a CD through BNY Mellon acting as its issuing agent. The issued CDs will be uncertificated time deposits, evidenced by book entry as set forth in Section 2.1(b) and not by an instrument.

(b) You will receive from us a written confirmation of the issuance of the CDs and periodic account statements that will reflect your ownership of the funds. The confirmation of CD issuance and the periodic account statements will be the only evidence that you will receive of your ownership of the funds. You should retain the confirmation and the account statements for your records.

5. Maturity, Resubmission, and Early Withdrawal

5.1. *Maturity and Resubmission*

(a) The CDs will mature on the maturity date shown on the confirmation of CD issuance. At maturity, the principal amount of each CD, plus any unpaid accrued interest, will be paid to you. The CDs will not automatically renew or roll over, and interest will not continue to accrue after the maturity date.

(b) If you wish to resubmit the proceeds of maturing CDs to be placed again through CDARS, you must contact us and submit, in advance of maturity, a request to resubmit funds for placement through CDARS (a "*CDARS Resubmission Request*") or take advantage of the preauthorized resubmission process described in Section 5.1(c).

(c) When you submit a CDARS Placement Request, you may enter into a written agreement with us that preauthorizes the resubmission at maturity of the proceeds of maturing CDs for placement through CDARS (a "*CDARS Resubmission Agreement*").

5.2. *Early Withdrawals*

(a) You may withdraw a CD before maturity, subject to a substantial early withdrawal penalty. A penalty applies to any early withdrawal, except that a penalty will not be charged for early withdrawal on the death of an individual who is the sole owner or a joint owner of the funds or the sole current mandatory or discretionary income beneficiary of a trust, including the sole current beneficiary of a unitrust or annuity trust. Written verification acceptable to the Destination Institution that issued the CD may be required to invoke the exception.

(b) For a CD with a term of 4 or 13 weeks, the early withdrawal penalty is equal to 28 or 90 days, respectively, of simple interest calculated at the Interest Rate. The penalty for early withdrawal of such a CD is equivalent to substantially all the interest that would have been earned over the full term and will invade principal. For a CD with a term of 26 weeks or longer, the early withdrawal penalty is equal to simple interest calculated at the Interest Rate for approximately one-half the number of days in the full term. The penalty for early withdrawal of such a CD is equivalent to approximately one-half of the interest that would have been earned over the full term and may invade principal. The schedule of early withdrawal penalties may be viewed at www.CDARS.com/products.

(c) Pursuant to the Internal Revenue Code of 1986, as amended, the beneficiary of an Individual Retirement Account ("*IRA*") (but not a Roth IRA) may incur a tax penalty if the beneficiary does not begin making withdrawals from the IRA after age 70-1/2. A CD held in an IRA is not exempt from early withdrawal penalty merely because the beneficiary must withdraw the CD to avoid a tax penalty.

(d) Early withdrawal of a CD may be made only in whole, not in part. You may request early withdrawal by contacting us, at which time you may specify the one or more of the CDs for which you request early withdrawal. If you choose not to specify one or more of the CDs to withdraw, early withdrawals will be made using an automated process that generates random selections based on amount.

(e) Early withdrawal proceeds ordinarily will be available to you within two Business Days after we receive your early withdrawal request. Early withdrawal proceeds will not be available, however, until they are paid to us by the Destination Institution that issued the CD being withdrawn. Neither we nor any other person or entity will be obligated to advance funds to you for early withdrawal of a CD.

6. FDIC Insurance Considerations

6.1. *Deposit Insurance Coverage*

(a) You may obtain information about FDIC deposit insurance coverage by visiting the FDIC website at www.fdic.gov or by contacting the FDIC by letter, email, or telephone. All your deposits at a Destination Institution in the same insurable capacity (whether you are acting directly or through an intermediary) will be aggregated for purposes of the SMDIA. You should add to your List of Exclusions any FDIC-insured depository institution at which you have other deposits in the same insurable capacity. Insurable capacities include, among others, individual accounts and joint accounts.

(b) Separate divisions within a corporate entity are not eligible for separate insurance coverage, and a separate TIN or other Depositor Identifier does not necessarily evidence or establish a separate insurable capacity. It is your obligation to determine whether funds we are placing for you through CDARS are maintained in separate insurable capacities. We will use the Depositor Identifier to identify you, and we will place your funds on the understanding that you are not depositing funds for placement under more than one Depositor Identifier in the same insurable capacity.

(c) The requirements for FDIC deposit insurance coverage of the deposits of the United States government, state, county, and municipal governments and their political subdivisions, the District of Columbia, and the Commonwealth of Puerto Rico are set forth in FDIC regulations. If you are a governmental unit, you are responsible for determining whether the requirements for deposit insurance have been met. We are not responsible for uninsured losses resulting from the placement of deposits that are not eligible for deposit insurance.

(d) The records maintained for us by BNY Mellon regarding ownership of the CDs will be used to establish your eligibility for deposit insurance coverage. Accordingly, you must immediately report to us any changes in ownership information. We will inform BNY Mellon of any such changes so that it will have accurate information to provide to the FDIC if a Destination Institution fails and the FDIC pays its insured deposits by cash payment. The FDIC could also require you to provide additional documentation.

6.2. *Deposit Insurance Payments*

(a) In case of the liquidation of, or other closing or winding up of the affairs of, an insured depository institution, the FDIC is generally required by law to pay each insured deposit "as soon as possible," either by cash payment or by transferring the deposit to another insured depository institution. It is possible, however, that an insurance payment could be delayed. Neither we nor any other person or entity will be obligated to advance funds to you with respect to an insurance payment or to make any payment to you in satisfaction of a loss you might incur as a result of a delay in an insurance payment.

(b) If a Destination Institution at which your funds are deposited is closed and the FDIC does not transfer deposits that include your funds to another insured depository institution, but will make a deposit insurance cash payment, we will cause a deposit insurance claim for your funds to be filed with the FDIC, and we will credit to you the proceeds of the deposit insurance claim that we receive for your funds, subject to any valid security interest.

(c) If the FDIC makes a deposit insurance cash payment for a CD at a closed Destination Institution, the FDIC is required by law to pay the principal amount plus unpaid accrued interest to the date of the closing of the Destination Institution, as prescribed by law, subject to the SMDIA. No interest is earned on a CD after the Destination Institution closes.

(d) If the FDIC transfers the deposits of a closed Destination Institution to another insured depository institution, the acquiring institution may assume a CD under its original terms or offer you a choice between receiving early payment of the CD without penalty or

maintaining the CD at a different rate. If you choose to accept a new interest rate on the CD, you must terminate your custodial relationship with us with respect to the CD and have it titled on the records of the acquiring institution in your own name. Thereafter, you will have no relationship with us with respect to the CD and will receive any further payments on the CD directly from the acquiring institution.

6.3. *Responsibility to Monitor Deposits; Available Information*

(a) You are responsible for monitoring the total amount of your funds at each Destination Institution in each insurable capacity to determine the extent of FDIC deposit insurance coverage available to you for deposits at that Destination Institution. You should confirm that each placement of your funds at Destination Institutions is consistent with your exclusions and rejections.

(b) Publicly available financial information concerning the Destination Institutions can be obtained by you at the website of the National Information Center of the Federal Reserve System at www.ffiec.gov/nicpubweb/nicweb/nichome.aspx.

7. Additional Considerations

7.1. *Reciprocal and One-Way*

(a) We may participate in the CDARS service through one or both of two different forms of the service. When we place your funds using CDARS® Reciprocal, we will receive matching funds placed by other participating institutions for their customers and pay a fee to Promontory Network. When we place your funds using CDARS® One-WaySM, we will not receive matching funds placed by other participating institutions for their customers or pay a fee to Promontory Network, but we and Promontory Network may receive fees from Destination Institutions in connection with funds placed. The fees may be different for different Destination Institutions.

(b) Interest on the CDs will be earned at the Interest Rate, whether we use CDARS Reciprocal or CDARS One-Way in placing your funds. Available rates may be different depending on which form of CDARS we use. In CDARS Reciprocal, the fee we pay to Promontory Network may affect available rates. In CDARS One-Way, fees paid by Destination Institutions to us or to Promontory Network, or cost-of-funds rates at which Destination Institutions may request funds, may affect available rates. We will not collect a fee from you for the placement of your funds through CDARS.

(c) Schedule 4 includes two boxes relating to which form of the CDARS service we may use for placement of your funds. If you check the first of these two boxes, we may use CDARS Reciprocal, CDARS One-Way, or both. We will not be obligated to inform you of the rates that might be available using the form we do not use, and we may select a form that provides greater benefits to us. If you check the second of these two boxes, we may use only CDARS Reciprocal.

(d) If you are subject to restrictions on the placement of your funds at depository institutions, you are responsible for determining whether the placement of your funds through CDARS, in accordance with Schedule 4, satisfies the restrictions.

7.2. Compare Rates

(a) We are not acting as your investment advisor, and we are not advising you about alternative investments. You are responsible for comparing the rates of return and other features of the CDs to other available certificates of deposit and other kinds of investments before choosing placement of your funds through CDARS.

(b) The Interest Rate may be higher or lower than a cost-of-funds rate for a Destination Institution, an interest rate for another customer, or interest rates on comparable deposits available directly from us, from the Destination Institutions that issue the CDs, from other Destination Institutions, or from insured depository institutions that are not Destination Institutions.

(c) To the extent permitted by applicable law, Promontory Network may offer us and our employees non-cash incentives of insignificant monetary value, such as plaques, in connection with our placement of funds.

7.3. Allocation Considerations and Compensatory Payments

(a) The CDARS allocation process is subject to applicable law and may be affected by our objectives, Promontory Network's objectives, or both, including administrative convenience, reduction of costs, and enhancement of profits.

(b) Participating institutions in the CDARS service may make compensatory payments resulting in payments to other participating institutions, or receive compensatory payments resulting from payments by other participating institutions, reflecting the difference between an interest rate for a placing institution's customers and a rate at which the receiving institution would otherwise pay interest.

(c) If we were to become insolvent, our receiver or other successor in interest could transfer custody of the CDs, and our rights and obligations under this Agreement, to a new custodian that participates in CDARS. Alternatively, you could exercise your right to have the CDs recorded on the records of the Destination Institutions in your name pursuant to Section 2.2(a).

7.4. Mutual Institution Voting and Subscription Rights

(a) Your funds may be placed in a CD at a Destination Institution that is in the mutual form of organization. Such a CD will be recorded on the records of the mutual institution in the name of the sub-custodian and not in your name. The sub-custodian will not attend or vote at any meeting of the depositor members of a mutual institution, or exercise any subscription rights in a mutual institution's mutual-to-stock conversion, either on its own behalf or on your behalf. You hereby waive any right you may have to attend or vote at any meeting of the depositor members, or to receive or exercise any subscription rights you may have in the event that the mutual institution converts from mutual to stock form, even if your funds were on deposit in a CD as of an applicable record date.

(b) If we receive from the sub-custodian notice of a meeting of depositor members of a mutual institution or other materials or information relating to a mutual institution's mutual-to-stock conversion,

we may forward such notice, materials, or information to you. If you wish to receive such notice, materials, or information directly from the mutual institution, attend or vote at any meeting of the depositor members of the mutual institution, or receive subscription rights in the event the mutual institution converts from mutual to stock form, you must, before the applicable record date (a date that is usually at least one year in advance of the date the mutual institution's board of directors adopts a plan of conversion), dismiss us as your custodian and have the CD recorded on the records of the mutual institution in your name pursuant to Section 2.2(a).

8. Other Provisions

8.1. Release and Use of Identifying Information

(a) You consent to our providing your name, TIN or other Depositor Identifier, and other information that specifically identifies you ("*Identifying Information*") to Promontory Network, BNY Mellon, and other parties providing services in connection with CDARS (each a "*Service Provider*"). A Service Provider may use the Identifying Information in connection with its provision of such services. We or a Service Provider may also provide Identifying Information to a Destination Institution, but will do so only to the extent necessary to comply with a request by you or your agent or to comply with applicable law. In addition, we or a Service Provider may provide Identifying Information to the FDIC in connection with a deposit insurance claim.

(b) Except as provided in Section 8.1(a), we will not provide Identifying Information to any other party unless we determine that (i) we are required by applicable law to do so or (ii) we are permitted by applicable law to do so and have reasonable grounds to do so to protect our own legal or business interests or the legal or business interests of Promontory Network or BNY Mellon. Promontory Network may use and disclose any and all analyses, comparisons, indexes, or other data or information assembled, compiled, or otherwise developed by Promontory Network, including information regarding aggregated activity of CDARS depositors, provided that it does not use or disclose any Identifying Information in a manner contrary to this Section 8.1.

8.2. Tax Reporting and Withholding

(a) To the extent required by applicable law, we will file with the U.S. Internal Revenue Service (the "*IRS*"), and furnish to you, IRS Form 1099-INT or its equivalent, or IRS Form 1042-S or its equivalent, as applicable, for interest paid on the CDs by the Destination Institutions.

(b) If we are notified by the IRS that backup withholding is required for interest on the CDs, or if we otherwise determine that we are required by law to collect such backup withholding, we will collect it and pay it to the IRS.

8.3. Liability and Dispute Resolution

(a) We will maintain, directly or through a Service Provider, appropriate records of our placements for you. We will not place your funds through CDARS at a Destination Institution that is the subject of a then-effective exclusion on your List of Exclusions, at a Destination Institution that is the subject of a then-effective rejection by you on the CDARS Order Date, in a CDARS placement at a Destination Institution

under the Depositor Identifier in an amount that exceeds the SMDIA, or in a manner that violates Section 4.3(c).

(b) If all or part of your deposit at a Destination Institution is uninsured because of our failure to comply with the requirements set forth in Section 8.3(a), and if the Destination Institution fails and you do not otherwise recover the uninsured portion, we will reimburse you for your documented loss of the uninsured portion that you do not otherwise recover.

(c) SUBJECT TO OUR REIMBURSEMENT OBLIGATION IN SECTION 8.3(b), AND EXCEPT AS MAY BE OTHERWISE REQUIRED BY APPLICABLE LAW, WE WILL NOT BE LIABLE, AND IN NO EVENT WILL PROMONTORY NETWORK OR BNY MELLON BE LIABLE, TO YOU OR TO ANY THIRD PARTY FOR ANY LOSS OR DAMAGES INCURRED OR ALLEGEDLY INCURRED IN CONNECTION WITH THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, WE, PROMONTORY NETWORK, AND BNY MELLON WILL NOT HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR: (i) ANY LOSS ARISING OUT OF OR RELATING TO A CAUSE OVER WHICH WE DO NOT HAVE DIRECT CONTROL, INCLUDING THE FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, UNAUTHORIZED ACCESS, THEFT, OPERATOR ERRORS, GOVERNMENT RESTRICTIONS, OR FORCE MAJEURE (E.G., EARTHQUAKE, FLOOD, SEVERE OR EXTRAORDINARY WEATHER CONDITIONS, NATURAL DISASTERS OR OTHER ACT OF GOD, FIRE, ACTS OF WAR, TERRORIST ATTACKS, INSURRECTION, RIOT, STRIKES, LABOR DISPUTES OR SIMILAR PROBLEMS, ACCIDENT, ACTION OF GOVERNMENT, COMMUNICATIONS, SYSTEM OR POWER FAILURES, OR EQUIPMENT OR SOFTWARE MALFUNCTION), (ii) DELAY IN ANY FDIC INSURANCE PAYMENT, (iii) THE FINANCIAL CONDITION OF ANY DESTINATION INSTITUTION OR THE ACCURACY OF ANY FINANCIAL INFORMATION ABOUT ANY DESTINATION INSTITUTION, OR (iv) ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS).

(d) ANY DISPUTES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL BE GOVERNED BY THE DISPUTE RESOLUTION, ARBITRATION, CHOICE OF LAW, VENUE, WAIVER OF JURY TRIAL, AND COSTS RELATED TO DISPUTES PROVISIONS, IF ANY, CONTAINED IN THE CUSTODIAL AGREEMENT.

8.4. *Miscellaneous*

(a) This Agreement constitutes the entire agreement between you and us relating to the placement of deposits through CDARS and any other matter herein, supersedes prior agreements, understandings, negotiations, representations, and proposals, written or oral, relating to any matter herein, and may not be amended by any oral representation made or oral agreement reached after the execution of this Agreement.

(b) This Agreement and, unless otherwise provided in the Custodial Agreement, the Custodial Agreement may be executed in counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument. This Agreement and, unless otherwise provided in the Custodial Agreement, the Custodial Agreement will be valid, binding, and enforceable against you and us when executed by one of the following means that we accept: (i) an original manual signature, (ii) a DocuSign® eSignature or another electronic signature that we accept, or (iii) a faxed, scanned (including in a Portable Document Format or PDF document), or photocopied signature that we accept. Each DocuSign® eSignature, other electronic signature, or faxed, scanned, or photocopied signature that we accept shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original signature, and you and we waive any objection to the contrary.

(c) Either party may terminate this Agreement on written notice to the other, but the obligations of both parties will survive with respect to any funds deposited at the time of termination. In addition, the provisions of this Section 8 will survive termination.

(d) Schedules 1, 2, 3, and 4 (each a "*Schedule*") are incorporated into and made part of this Agreement. We may amend this Agreement, including any Schedule, prospectively by giving you written notice of the amendment at least fourteen (14) days before the effective date of the amendment, which will be specified in the amendment. We may provide written notice of the amendment by means of an entry on your account statement, an email message, or a printed letter.

(e) Except as provided in Section 7.3(c), this Agreement may not be assigned, in whole or in part, by either party except by operation of law or as required by applicable law, and any purported assignment in violation hereof is void.

(f) The headings in this Agreement are not intended to describe, interpret, define, or limit the scope or intent of this Agreement or any clause hereof. A reference to a Section is a reference to a section of this Agreement. A reference to a Schedule is a reference to a schedule to this Agreement. The term "applicable law" refers to all applicable statutes, rules, regulations, and judicial orders, whether federal, state, or local. The term "including" does not imply exclusion. The term "month" refers to the calendar month, and the term "year" refers to the calendar year.

The remainder of this page is intentionally left blank.

By signing below, you (as Depositor) and we (as Relationship Institution) agree to be legally bound by this CDARS Deposit Placement Agreement, effective when you and we have signed it.

RELATIONSHIP INSTITUTION

Institution name: _____

Signature: _____

Name and title of authorized signatory:

Date signed: _____

SOLE OR PRIMARY DEPOSITOR

Depositor name: _____

Signature: _____

Name and title of authorized signatory (if not individual):

Depositor TIN or approved alternate identifier (and type):

Email address: _____@_____

Date signed: _____

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor name: _____

Signature: _____

Depositor TIN or approved alternate identifier (and type):

Email address: _____@_____

Date signed: _____

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor name: _____

Signature: _____

Depositor TIN or approved alternate identifier (and type):

Email address: _____@_____

Date signed: _____

(Add signature lines as needed.)

SCHEDULE 2 TO CDARS DEPOSIT PLACEMENT AGREEMENT

Deposits With Us That Exceed the SMDIA

Although we will not place your funds through CDARS at any one Destination Institution in an amount that exceeds the FDIC standard maximum deposit insurance amount ("*SMDIA*") of \$250,000, your balances on deposit with us may exceed the SMDIA. For example, when funds of yours in an account with us are awaiting placement through CDARS, they will be subject to a single SMDIA until they are placed through CDARS and become deposits at Destination Institutions after CDARS settlement. If you cannot accept the risk of having deposits with us that exceed the SMDIA in these or other circumstances, it will be your responsibility to make arrangements with us to have the funds collateralized, protected by a properly-executed repurchase sweep arrangement, or otherwise adequately protected, in a manner consistent with applicable law. You should consult your legal advisor to determine whether a particular collateralization arrangement is consistent with applicable law.

SCHEDULE 3 TO CDARS DEPOSIT PLACEMENT AGREEMENT

Allocation Contacts, Notification, and Response

1. CDARS Allocation Contacts

Except as we otherwise inform you, CDARS Allocation Contacts are as follows:

Name/Title	Telephone Number

2. CDARS Allocation Notification Time and CDARS Allocation Response Time

Except as we otherwise inform you or as otherwise stated at www.CDARS.com/products, the CDARS Allocation Notification Time and the CDARS Allocation Response Time are as follows:

- (a) The CDARS Allocation Notification Time for a CDARS Order Date is 3:00 PM Eastern time on the CDARS Order Date.
- (b) The CDARS Allocation Response Time for a CDARS Order Date is 4:00 PM Eastern time on the CDARS Order Date.

SCHEDULE 4 TO CDARS DEPOSIT PLACEMENT AGREEMENT

Service Form and Exclusions

1. Reciprocal and One-Way

If you check this box, we may use CDARS Reciprocal, CDARS One-Way, or both for our placement of your funds through CDARS.

If you check this box, we will use only CDARS Reciprocal for our placement of your funds through CDARS.

2. Exclusions

Each depository institution entered on your List of Exclusions below will be ineligible, as of the date you and we have signed the Agreement, to receive your funds through CDARS as a Destination Institution. You may subsequently change your List of Exclusions as provided in the Agreement.

The List of Exclusions should include the city and state of the institution's main office (rather than the city and state of a branch location). The List of Exclusions should also include the institution's FDIC certificate number or transit routing number if available. Attach additional pages as necessary. If you do not list any exclusions, you should enter "none" under Name of Institution on the first line (but your signature after a blank list will constitute your acknowledgment that you have not listed any exclusions whether or not you enter "none").

Your List of Exclusions is as follows:

Name of Institution	City and State	FDIC Certificate Number or Routing Number

Signature of sole or primary Depositor: _____

Custodial Agreement

You, the undersigned, enter into this Custodial Agreement (this "*Agreement*") with ("we" or "us").

1. Pursuant to this Agreement, you authorize us (as your "*Relationship Institution*") to hold and act as your custodian with respect to all deposit accounts, including all time deposits, money market deposit accounts, and demand deposit accounts, issued or established at other participating institutions pursuant to the CDARS Deposit Placement Agreement or the ICS Deposit Placement Agreement for funds of yours placed through CDARS®, the Certificate of Deposit Account Registry Service®, or ICS®, the Insured Cash Sweep® service (collectively, the "*Deposit Accounts*") and all your security entitlements and other related interests and assets with respect to the Deposit Accounts (collectively, the "*Related Entitlements*"). The custodial account in which we will hold the Deposit Accounts and Related Entitlements (the "*Custodial Account*") comprises all the CDARS and ICS custodial accounts that we maintain for you.

2. As your custodian, we may (i) cause the Deposit Accounts to be titled in our name or in the name of our sub-custodian, (ii) collect for your account all interest and other payments of income or principal pertaining to the Deposit Accounts, (iii) endorse on your behalf any check or other instrument received for your account that requires endorsement, (iv) deposit your funds in, or withdraw your funds from, the Deposit Accounts in accordance with your instructions, (v) deliver or transfer funds from another account with us to the Deposit Accounts or deliver or transfer funds from the Deposit Accounts to another account with us in accordance with your instructions, (vi) for Deposit Accounts that are time deposits, surrender for payment for your account maturing CD and those for which early withdrawal is requested, (vii) execute and deliver or file on your behalf all appropriate receipts and releases and other instruments, including whatever certificates may be required from custodians or may be necessary to obtain exemption from taxes and to name you when required for the purpose of the instrument, and (viii) take such other actions as are customary or necessary to effectuate the purposes of this Agreement.

3. For purposes of Article 8 of the Uniform Commercial Code as included in applicable state law (the "*UCC*"), we will act as your securities intermediary for, and will treat as financial assets, any Deposit Accounts and Related Entitlements that we hold for you pursuant to this Agreement. The Custodial Account will constitute a securities account, as defined in the UCC.

4. We may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant, or other legal process that we believe (correctly or otherwise) to be valid. We may notify you of such process by telephone, electronically, or in writing. If we are not fully reimbursed for records research, imaging, photocopying, and handling costs by the party that served the process, we may charge such costs to your account, in addition to any minimum fee we charge for complying with legal processes.

5. We may honor any legal process that is served personally, by mail, or by electronic mail or facsimile transmission at any of our offices or an office of our agent (including locations other than where the funds, records, or property sought is held), even if the law requires personal delivery at the office where your account or records are maintained.

6. We will have no liability to you for any good-faith act or omission by us in connection with this Agreement. You agree to indemnify us and our sub-custodian, and to hold us and our sub-custodian harmless from, all expenses (including counsel fees), liabilities, and claims arising out of any good-faith act or omission by us in connection with this Agreement or compliance with any legal process relating to the Custodial Account that we believe (correctly or otherwise) to be valid. You agree to pay any service charges that we impose on the Custodial Account.

7. You may be an individual in an individual capacity, more than one individual in a joint capacity, or a trust, partnership, corporation, or other legal entity. We may accept instructions on your behalf from any individual who signs this Agreement as or on behalf of a Depositor and from any of the following individuals:

Name	Title or Legal Capacity

By signing below, you (as Depositor) and we (as Relationship Institution) agree to be legally bound by this Custodial Agreement, effective when you and we have signed it.

RELATIONSHIP INSTITUTION

Institution name: _____

Signature: _____

Name and title of authorized signatory:

Date signed: _____

SOLE OR PRIMARY DEPOSITOR

Depositor name: _____

Signature: _____

Name and title of authorized signatory (if not individual):

Depositor TIN or approved alternate identifier (and type):

Email address: _____@_____

Date signed: _____

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor name: _____

Signature: _____

Depositor TIN or approved alternate identifier (and type):

Email address: _____@_____

Date signed: _____

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor name: _____

Signature: _____

Depositor TIN or approved alternate identifier (and type):

Email address: _____@_____

Date signed: _____

(Add signature lines as needed.)

Sedalia School District Investment of District Funds - Policy

P 3160 Investment of District Funds

The Board has an obligation to the citizens of the District to direct the management of District funds. The primary objective of the District's investment plan will be legality, safety, liquidity, yield and the provision of a capital base for future needs. In the management of such funds, the District adheres to the "prudent investor" rule. Investments will be made with judgment and care, under the circumstances, which persons of prudence, discretion and intelligence exercise in the management of their own investments. Funds will be managed for investment, not for speculation considering the safety of the funds invested and the probable income to be derived.

District personnel, including Board members, who are involved in the investment of District funds, will not engage in any personal business activity which could:

1. Impair their ability to make impartial decisions concerning investment of District funds;
2. Conflict with proper execution of the District's investment program;
or
3. Create an appearance of impropriety.

District employees and directors involved in investment of District funds will disclose any material interests in financial institutions in which they conduct business. Such disclosure will include, but not be limited to any personal financial/investment positions that could be related to the performance of the District's investment portfolio. Similarly, District employees and directors involved in investment of District funds will not engage in personal investment transactions with the same individual with whom business is conducted on behalf of the District.

Investments will be made through banks or securities dealers who have been approved by the Investment Committee of the State Treasurer's Office. Such banks and securities dealers will have been subjected to an appropriate investigation by the staff of the State Treasurer's Office. This investigation will include, among other things, a written review of the firm's financial statements and the background of the sales representatives. All

approved dealers must be fully licensed and registered FINERA Brokers/Dealers or exempt banks. Criteria used to select securities dealers include:

1. Financial strength and capital adequacy of firm;
2. Services provided by firm;
3. Research service available;
4. Resume, reputation, and qualifications of sales representatives.
5. Due diligence and firm references; and
6. State government expertise.

The performance goals of the District's active investment management program, over time, should produce book yields which are greater than yields from low risk passive investments. In analyzing the results of the District's investment program, the District will calculate the book yield and total rate of return on District funds compared to the appropriate security market indexes.

The Superintendent/designee will direct the preparation of quarterly investment reports providing a summary of the District's current investment portfolio and all transactions executed since the last report.

Such investment reports will be prepared by the appropriate bank(s) or security dealers for review by the Board and the Superintendent. Investment reports are considered to be public records and will be made accessible to the public.

Criteria and procedures implementing the District's investment policy have been approved by the Board and are contained in Regulation 3160.

R 3160 Investment of District Funds

In achieving the District's investment objectives, District officials will be guided by the following criteria:

1. **Legality** - District funds will be invested only as permitted by the Constitution and Statutes of the State of Missouri as well as federal law and applicable federal regulations. Investments outside the legal requirements will not be permitted.
2. **Safety** - Safety of the District funds is the foremost objective of the District's investment program. Investments will be made in a manner that seeks to ensure the preservation of capital.
3. **Liquidity** - The District's investments will remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. Of necessity, District investments will consist largely of securities with active secondary or resale markets.
4. **Yield** - District investments will be designed with the objective of obtaining a market rate of return throughout budgetary and economic cycles. However, rate of return is less important than realizing the safety and liquidity objectives.

Permissible Investments

The following categories of investments are authorized for investment of District funds:

1. **United States Treasury Securities** - The District may invest in obligations of the United States government for which the full faith and credit of the United States are pledged for the payment of principal and interest.
2. **United States Agency Securities** - The District may invest in obligations issued or guaranteed by any agency/instrumentalities or any wholly owned corporation of the United States Government.
 - a. **U.S. Government Agency Coupons and Zero Coupon Securities** - Bullet coupon bonds with no embedded options and with final maturities of five (5) years or less.
 - b. **U. S. Government Agency Discount Notes** - Purchased at a discount with maximum maturities of one (1) year.
 - c. **U. S. Government Agency Step-Up Securities** - The coupon rate is fixed for an initial term. At a coupon date, the coupon rate rises to a new, higher fixed term. This provision is restricted to securities with final maturities of five (5) years or less.
 - d. **U. S. Government Agency Collateral Securities** - Restricted to securities callable at par only with final maturities of five (5) years or less.

- e. U. S. Government Agency Floating Rate Securities - The coupon rate floats off one index and resets at least quarterly with final maturities of three (3) years or less.
 - f. U. S. Government Mortgage Backed Securities - Restricted to securities with stated final maturities of five (5) years or less.
3. Repurchase Agreements - Such agreements must be purchased through approved broker/dealers and may not be entered into for periods in excess of ninety (90) days. Approved broker/dealers must have a signed Public Securities Association Master Repurchase Agreement on file with the State Treasurer's Office. The purchaser in a repurchase agreement (repo) enters into a contractual agreement to purchase Treasury and government agency securities while simultaneously agreeing to resell the securities at predetermined dates and prices. Overnight and open repurchase agreements must be collateralized at 100% with approved securities. Term repurchase agreements must be collateralized at 100%. The market value of all repurchase agreement collateral will be reviewed at least weekly to determine collateral adequacy.
 4. Collateralized Public Deposits (Certificates of Deposit) - Instruments issued by financial institutions which state that specified sums have been deposited for specified periods of time and at specified rates of interest. The certificates of deposit are required to be backed by acceptable collateral securities as described in §§ 110.010 - .020, RSMo.
 5. Commercial Paper - Investments are limited to paper which has received the highest letter and numerical ranking (A-1/P-1) as provided by Standard & Poor's and Moody's. Issues are limited to corporations that are organized and operating in the United States and have a total commercial paper program in excess of \$500,000,000 and have long term debt ratings, if any, of "A" or better from Standard & Poor's and Moody's. Such purchases may not exceed 180 days to maturity.
 6. Banker's Acceptances - Issuing banks for such bills of exchange or time drafts must have the highest letter and numerical rating by Standard and Poor's and Moody's. Such banks must be organized and operating in the United States. Banker's acceptance agreements may not have maturity dates exceeding 180 days.

Prohibited Transactions

1. Leveraged Borrowing for Investment Purposes - Leveraging is prohibited whether through a reverse repurchase agreement or otherwise.
2. Use of “Structured Note” - (e.g. inverse floaters, leveraged floaters, and equity-linked securities) is not permitted. Investment in any instrument, which is commonly considered a “derivative” instrument (e.g. options, futures, swaps, caps, floors, and collars), is prohibited.
3. Contracting to sell securities not yet acquired in order to purchase other securities for purposes of speculation on developments or trends in the market is prohibited.

Collateralization

Collateralization will be required on two (2) types of investment: certificates of deposit and repurchase agreements. In order to anticipate market changes and provide a level of security for all funds, the market value (including accrued interest) of the collateral should be at least 100%. For certificates of deposit, the market value of collateral must be at least 100% or greater of the amount of certificates of deposit plus demand deposits with the depository, less the amount, if any, which is insured by the Federal Deposit Corporation.

All securities, which serve as collateral against the deposits of a depository institution, must be safekept at a non-affiliated custodial facility. Depository institutions pledging collateral against deposits must, in conjunction with the custodial agent, furnish the necessary custodial receipts within five (5) business days from the settlement date.

Repurchase Agreements

The securities for which repurchase agreements will be transacted will be limited to Treasury and government agency securities that are eligible to be delivered via the Federal Reserve’s Fedwire book entry system. Securities will be delivered to the District’s designated Custodial Agent. Funds and securities will be transferred on a delivery vs. payment basis.

All deposits placed in financial institutions must be at least 100% collateralized with approved securities. All securities, which serve as collateral against the deposits of a depository institution must be safekept at a nonaffiliated custodial facility. Depository institutions pledging

collateral against deposits must, in conjunction with the custodial agent, furnish the necessary custodial receipts.

Asset Allocation

District investment will be diversified to minimize the risk of loss resulting from over concentration of assets in specific maturity, specific issuer, or specific classes of securities. At a minimum District investments will fall within the following minimum and maximum allocations.

<u>INVESTMENT TYPE</u>	<u>MINIMUM ALLOCATION</u>
U.S. Treasuries/Securities having principal and interest guaranteed with the U.S. Government	0%
U.S. Government Agencies and Government-sponsored Enterprises	0%
U.S. Government Agency Callable Securities	0%
Repurchase Agreements	0%
Collateralized CDs/Time and Demand Deposits	0%
Commercial Paper and Banker's Acceptances	0%

Maximum Maturity

To the extent possible, the District will attempt to match its investments with anticipated cash flow requirements. Investment in bankers' acceptances and commercial paper will mature and become payable not more than 180 days from the date of purchases. All other investments will mature and become payable not more than five (5) years from the date of purchase.