PESG

Stable Dependable Reliable

Employee
Policy Manual

1-866-SUBPASS (782-7277)
www.subpass.com

June 2011, Rev 1

Welcome to PESG (Professional Educational Services Group, LLC), PESG, as a partner in education, employs thousands of educational employees to serve in our school districts and community colleges.

As an employee of PESG, you are required to attend an applicant and training meeting that addresses several sections of this manual. This manual is made available at www.subpass.com.

This manual contains policies on a wide range of topics which in some way affect everyone working with PESG. It is important for you to familiarize yourself with the PESG policies. As part of the employment process, you must take the time to read over all of the policies in this manual, and bring any questions you may have to PESG or your supervisor. All employees must acknowledge receipt of, and agreement to, the policies set forth in this manual, (as prompted in online application).

PESG management wants to be sure our Company is a "good place for our employees to work." One aspect of this goal is good communication. To that end, this manual is intended to inform you about the Company's current policies, rules and benefit programs. The contents of this manual are for policy and training purposes only, and are subject to change as we find new and better ways of meeting the needs of our employees, the Company, and our clients.

Again, welcome and thank you for working with PESG.

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I. Employment Definitions and Provisions

References to "Staff"

At times this manual will differentiate types of "staff" in indicating specific responsibilities. The reference to PESG "Educational Staff" means those persons who typically work an irregular or inconsistent schedule on an interim or temporary basis, whether as paraprofessionals, teacher assistants or as substitute teachers. "Administrative staff" refers to those who are working a consistent schedule and receiving a consistent paycheck.

Authority

No manager or representative of the Company, other than the president, has any authority to enter into any agreement for employment for any specific or indefinite period of time, or to make any agreement contrary to the terms of this manual. Any such agreement must be made by the President and must be in writing to be effective.

Change of Policies and Benefits

The Company believes strongly in the plans, policies and procedures described in this handbook, but reserve the right to alter, modify, amend or terminate these policies and benefits in any manner which it believes to be in its best interests.

Termination of Employment

Based on Michigan employment law, both parties (PESG employee and PESG as employer) have the right to terminate the employment relationship with or without cause and with or without notice, at any time.

Employment Status

Your employment with PESG is an "at-will" relationship. This means that neither you nor PESG has entered into a contract regarding the duration of your employment. You are free to terminate your employment with PESG at any time, with or without reason. Likewise, PESG has the right to terminate your employment, with or without reason, at the discretion of PESG.

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II. Employment Cycle

A. Initial Employment Process

1. Employment Process

Applicants must meet the following requirements:

a) Complete the application forms at www.subpass.com. You must include your current email address, as this will be the primary mode of communication initiated by PESG.
b) Attend a scheduled PESG Applicant Meeting.
Information at this meeting is designed to explain PESG processes.
c) Complete the appropriate Professional Development Training Modules at www.gcntraining.com and provide a copy of the certificate of completion.
d) Provide a clear PA189 (Unprofessional Conduct Form) from your previous employer.
e) Provide proper copies of identification as outlined by the I-9 Employment Eligibility Form. Typical combinations of identification are as follows:
(1) Driver's License and Social Security Card.
(2) Driver's License and Birth Certificate.
(3) Student ID/Voter's ID/Military ID and Social Security Card.
Passport or Passport Card (suffices both forms of legal identification).
f) Submit appropriate educational documentation as required to be qualified for your job description.
g) Provide a clear Fingerprinting/Criminal History Background.
h) Pay the appropriate application fee.

Note: Once the above documents and processes are complete and approved, you will receive an electronic PESG Welcome Letter, confirming your employment. There are certain circumstances in which PESG may be contacting you to obtain updated documents after employment.

Note: Until you receive your PESG-originated Welcome Letter you have not been approved for employment by PESG, nor have you been approved to take any assignments.

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2. **Fingerprinting/Criminal History Background Process**

The State of Michigan requires that prior to the start of your employment with PESG all K-12 workers are to be fingerprinted via an electronic process called Livescan Fingerprinting. All post-secondary workers may be required. If you were fingerprinted after January 1, 2006, under the Michigan SE (School Employment) reason code those results may be used only if you have remained continuously active for employment at an educational institution.

3. **Previous Employer Reference Check**

Based on Public Act 189 (1986), any candidate for work within a school environment must submit to an "unprofessional conduct" disclosure from your previous employer. This disclosure request is located within the employment application documents. Previous employers will be asked to disclose any previous employee actions considered as "gross unprofessional conduct." According to PA189, "Unprofessional Conduct is defined as one or more acts of immorality, moral turpitude, or inappropriate behavior involving a minor, or the commission of a crime involving a minor." You will need to disclose your most recent employer (within the last three years), especially if it is a school district/college. If you have no previous employer within the last three years, please provide a personal reference.

4. **Certification/Other Requirements**

Certain jobs require specific certifications, skills or abilities. For some positions you may be required to provide official transcripts showing 90+ credit hours on one transcript from a four year accredited college/university with no less than a 2.0 GPA, or a copy of your certification. Specific skills or abilities that are required by various employment types must be met prior to employment commencing. Specific requirements are located under the "Districts" tab at www.subpass.com.

5. **Group or Personal Applicant Meeting**

Prior to your employment, PESG must meet to interview you for compliance with the Federal I-9 requirements, as verification that you are eligible for employment with PESG.

6. **During the applicant and training meeting**

PESG provides applicants the opportunity to ask questions about employment process and company-employee relationship. PESG will monitor applicants during this meeting for demeanor and appropriate conduct. PESG has the right to refuse employment to any applicant.

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7. Professional Development Modules

You must complete the appropriate professional development training modules as outlined within this Policy Manual in Section X.3 and provide a Certificate of Completion at the Applicant Meeting referred to in Section II.A.5.

8. Employment Documentation Requirements

The PESG employment packet must be completed thoroughly and honestly for consideration of employment. This packet must be completed online prior attending an Applicant Meeting. Applicants must also provide the required certification documentation, identification documents and any other requested documentation, as outlined at www.subpass.com.

B. Ongoing Employment Process

1. Certification Updates

Any changes to your certification status must be communicated to PESG to update your employment record. It is the responsibility of an employee to maintain current records with PESG including your email and postal mail address at all times. If such an update should initiate a change in pay rate, the change will only occur after PESG has been provided with the updated documents. For student teachers, a 90 Day Graduation Letter is acceptable until the expiration date, at which time PESG must be provided with a copy of your Teaching Certificate.

2. Substitute Teacher License

If you are not currently a certified substitute teacher and plan to substitute teach you will be required to have a State of Michigan Substitute Teaching Permit. The following are important points to understand concerning your Substitute Permit:

a. Once you are employed, PESG will automatically pull this permit annually on your behalf.
b. The permit cost $45.00 each year and is valid from September 1 to August 31.
c. You must pay the State of Michigan upon receipt of the permit invoice or your permit will be suspended and the State will notify us directly or through the ISD/RESA/District.
d. If you permit is suspended, your status as a substitute teacher will be suspended until the permit is paid. If you do not pay your annual permit fee, your employment will be suspended during the current year and you will be de-activated in the following year.
e. Please notify PESG of any changes to your certification status.

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3. Informational Changes

Please contact PESG at misupport@contractsubs.com regarding information changes or corrections. This includes: email or postal mail address changes or updates, name changes, tax or payroll changes, school district/college selection changes, certification updates and other information related to your employee file.

4. Annual District Selections Update Process

a) **Educational Staff.** PESG may notify you be email and ask you to update your substitute status for the upcoming school year if you have been inactive for more than six calendar months in the recently completed school year. This process involves you making new selections for preferred assignment. Based on the following criteria we may ask to you update your district selections between June of the recently completed school year and August of the upcoming school year if you desire to be eligible for assignment in the next school year:

1. If you have worked (i.e. were 'active') for a PESG client district between January 1 and June 30 of the recently completed school year, your contact information is likely up to date and no action is required on your part. PESG anticipates you intend to work during the next school year. If you need to make changes, contact us the same as you normally would;
2. If you worked between October 1 and December 31 of the recently completed school year but did not work between January 1 and June 30 your district selections will be removed. You will be ineligible for assignments the next school year until you update your district selections with PESG. Between June of the recently completed school year and August of the upcoming school year you will need to update your personal contact information and district selections to be eligible to view and accept assignments during the upcoming school year. We will contact you by email to remind you of this requirement;
3. If you did not work between October 1 and June 30 of the recently completed school year you are considered inactive with PESG. Your inactivity infers you have voluntarily resigned employment and we interpret your inaction as not wanting to view or accept assignments. To assure the safety, quality and integrity of the PESG substitute employee pool, you must re-apply for employment using the PESG online application process to be considered for assignment eligibility in the next school year.

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b) **Administrative employees**. PESG will contact you to determine your availability for work during the next school year and of any change in your assignment status. Employees in good standing with PESG may be eligible for other assignments.

5. LOA (Leave Of Absence)

The following is a list of possible requests for a LOA. Please contact PESG with any specific leave request in order to be placed on a leave of absence. If the LOA is active during the summer months, it will still be necessary to reactivate with PESG for the upcoming school year. All leaves of absence are unpaid. If you receive employee benefits through PESG, you are expected to pay for all employee benefits selected to maintain coverage during your leave.

a) **Military Leave.** Requests for military LOA will be granted in accordance with applicable State and Federal laws. Requests including service requirements in the armed forces, the National Guard and Reserves. Such leaves of absence are without pay. Please contact PESG with any military leave requests.

b) **Medical Leave.** All requests for medical LOA will be granted at the Company's discretion, or where otherwise required by law. A medical leave must be requested in writing and include a written statement from your doctor. A medical LOA will not be extended beyond a 12-month period.

c) **Maternity Leave.** Maternity leave is treated the same as a medical leave and will typically not exceed six months unless medically necessary. Such leave must be requested prior to the anticipated period of time for which the leave is required. This request must be accompanied by a letter from a physician verifying the need. If more time is needed beyond what is medically necessary, you may request a personal LOA.

d) **Jury Duty.** If you are summoned for jury duty, you will be granted a LOA for the time necessary for jury duty.

Return from Leave. Contact PESG at least ten days prior to returning from a leave. When you return to work from a medical or maternity leave, you must provide a doctor's release statement to PESG indicating you are able to return to unrestricted work activity. If you are unable to return to unrestricted work activity, the statement must indicate the extent of your limitations and whether these limitations are permanent or temporary, as well as the probable duration of any temporary limitations.

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Leave may Initiate Termination. A leave may initiate termination (or re-employment may be refused), if it is determined that you accepted employment elsewhere, even on a temporary basis, while on leave. In addition, re-employment may be refused if you fail to return to work according to the terms of the LOA.

6. Deactivation

Deactivation does *not* mean your employment with PESG is terminated.

Deactivation *does* means you are ineligible for assignments due to your inactivity, incomplete or missing credential(s). You remain employed with PESG but must contact us for direction how to resolve your deactivation and return your status to active and eligible for assignment.

a) **PESG Employees.** All substitute employees, other than those on an approved LOA, are expected to work at least 10 days in a 60 day cycle (starting from the first day of the new school year or your hire date if you are hired after the first day of school) in order to be eligible for assignment within your selected districts. If you are a multiple district substitute, one day must be worked in *each* district you selected every 60 days in order to stay active in those districts.

b) This policy assists the school district and PESG in maintaining a current and active list of available employees. If an employee does not adhere to this policy, PESG will initiate an involuntary removal from each school district/ PESG will notify you prior to removal.

Exceptions to the above policies are approved leave of absences and long-term assignments. It is the employee's responsibility to notify PESG with LOA requests and/or long-term assignments to ensure deactivation does not occur.

c) **District(s)/ISD/RESA Removal.** If PESG receives negative and/or constructive feedback pertaining to your performance the feedback will be shared with you to help you improve your performance. If PESG receives frequent or ongoing negative feedback, or feedback suggesting a heightened level of concern by our client or for the students, PESG may remove you from a District/ISD/RESA. Our clients (contracted districts) are our customers and ultimately need to be completely satisfied with excellent PESG employees.

d) **Administrative Staff.** Unless you are in the midst of an approved LOA, you are expected to work as prescribed by your work site job description. PESG will notify you if this requirement is not being met.

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7. **Customer Elimination of a Contracted Position.**

PESG will notify you of other PESG employment options should the school district/college eliminate a contracted position. Though your assignment to a particular PESG customer may end, PESG typically has other work available.

8. **Arraignment and Convictions** (while employed with PESG)

As required by Michigan law and the Revised School Code, you must notify PESG within three (3) business days of any arraignment on a felony charge or arraignment of one of the misdemeanor charges listed below. Proper notification must be made via the Arraignment and Conviction Disclosure Form, found at www.subpass.com. Failure to disclose this information may lead to a misdemeanor or felony. This applies to employees who work (or who are contracted to work) for public or private schools. If you provide verifiable written communication that you were not convicted of a crime for which you were arraigned, PESG shall remove the arraignment from your records. Failure to complete this form could result in disciplinary actions up to and including termination. Listed below are some of the arraignments or convictions that will prohibit you from being accepted for employment with PESG:

MCL 380.1535a (1) & MCL 380.1539b (1)

a) Any Felony

b) The following misdemeanors:

(1) Criminal sexual conduct in the fourth degree or an attempt to commit criminal sexual conduct in the fourth degree.

(2) Child abuse in the fourth degree or an attempt to commit child abuse in the third or fourth degree.

(3) A misdemeanor involving cruelty, torture, or indecent exposure involving a child.

(4) Delivery or distribution or marijuana to minors or students near a school property. (MCL 333.7410)

(5) Breaking and entering, or entering, without breaking, without permission. (MCL 750.115)

(6) Consumption or possession of alcohol or controlled substances by a minor at a social gathering. (MCL 750.141a)

(7) Removal or damage to any property belonging to, connected with, or used in construction of vacant building or structure. (MCL 750.359)

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(8) Assault and assault and battery including domestic assault. (MCL 750.81)

(9) Assault and infliction of serious injury. (MCL 750.81a)

(10) Internet crime against a minor. (MCL 750.145d)

(11) Indecent exposure. (MCL 750.335a)

(12) Prohibited sale of liquor to minors. (MCL 436.1701)

c) Misdemeanor that is a "Listed Offense" under MCL 28.722:

(1) Any violation of a substantially similar law of another State, a political subdivision of this State or another State, or the United States. (MCL 28.722)

(2) Accosting, enticing or soliciting a child (less than 16 years of age) for immoral purposes. (MCL 750.145a)

(3) Accosting, enticing or soliciting a child (less than 16 years of age) for immoral purposes – second or subsequent offenses. (MCL 750.145b)

(4) Involvement in child sexually abusive activity or material, including possession of child sexually abusive material ("child" is a person less than 18 years of age who has not been legally emancipated). (MCL 750.145c)

(5) Crime against nature (i.e. sodomy and bestiality) if the victim is an individual less than 18 years of age. (MCL 750.158)

(6) Violation of MCL 750.335a (2) (b), if the individual was previously convicted of violation under MCL 750.335a (indecent exposure).

(7) A third or subsequent violation of any combination of the following:

(a) Indecent or obscene conduct in a public place. (MCL 750.167 (1) (f))

(b) Indecent exposure. (MCL 750.335a (2) (a))

(c) A local ordinance of a municipality substantially corresponding to a section described in (a) or (b), supra.

(8) Except for juvenile disposition/adjudication, a violation of:

(a) Gross indecency between males: fellatio or masturbation. (MCL 750.338)

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(b) Gross indecency between females: oral sex. (MCL 750.338a)

(c) Gross indecency between male and female persons if the victim is an individual less than 18 years of age.

(9) Kidnapping, if victim is an individual less than 18 years of age. (MCL 750-349)

(10) Kidnapping child under 14 years of age with intent to detain or conceal from child's parent or legal guardian. (MCL 750.350)

(11) Soliciting or accosting by a person 16 years of age or older, if victim is an individual less than 18 years of age. (MCL 750.448)

(12) Pandering. (MCL 750.455)

(13) First degree criminal sexual conduct. (MCL 750.520b)

(14) Second degree criminal sexual conduct. (MCL 750.520c)

(15) Third degree criminal sexual conduct. (MCL 750-520d)

(16) Fourth degree criminal sexual conduct. (MCL 750.520e)

(17) Assault with intent to commit criminal sexual conduct. (MCL 750.520g)

(18) Other violations of law of the State or local ordinance of a municipality that, by its nature, constitutes a sexual offense against an individual who is less than 18 years of age.

(19) Offense by sexually delinquent person (i.e. "any person whose sexual behavior is characterized by repetitive or compulsive acts which indicate a disregard of consequences or the recognized rights of others, or by the use of force upon another person attempting sexual relations of either a heterosexual or homosexual nature, or by the commission of sexual aggressions against children under the age of 16."). (MCL 750.10a)

(20) An attempt or conspiracy to commit an offense described above.

(21) An offense substantially similar to an offense described above under a law of the United States, any State, or any country, or any tribal or military law.

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An Arraignment and Conviction Disclosure Form is available at www.subpass.com or by calling 1-866-SUBPASS (782-7277).

ARRAIGNMENT DISCLOSURE FORM

_____
Name (Please Print)

_____
School Name (Please Print)

_____
School District (Please Print)

_____
Date of Arraignment (Please Print)

Pursuant to Public Act 131 of 2005, I, hereby disclose that I was arraigned on the aforementioned date for the criminal offense of_____

_____

in_____ Court, located in the State of

_____, County of _____.

In signing this form, I acknowledge that I understand that failure to disclose this information is a violation of Public Act 131 and can result in action being taken relative to my certification and/or employment.

In signing this form, I acknowledge that I understand that should I be convicted of or pled guilty or nolo contendere (no contest) or am I the subject of a finding of guilty by a judge or jury, it is my responsibility to disclose to the court that I am employed by a school, public or non-public. I also understand that if I am subsequently not convicted of any crime after the completion of judicial proceedings resulting from that charge, I must request, in writing, that the Michigan Department of Education and the employing school/district delete the report from my records.

_____ _____
Signature Date

Give one copy to the Superintendent of _____Public School and

Mail this form to: PESG
P.O. Box 50
6307 84th Street S.E.
Suite D
Caledonia, MI 49316

C. Terminations

1. PESG

a) **PESG Statute or Policy Violations.** Violations of Company policies and procedures may lead to disciplinary action up to and including termination.

b) **Criminal Probation.** No one on probation will be offered employment with PESG.

2. Employee

a) To voluntarily resign and terminate your employment with PESG, please send a written notification to PESG, LLC, PO Box 50, Caledonia MI 49316-0050, or email to misupport@contractsubs.com. Once notification is received, PESG will terminate your employment.

D. Reasonable Assurance

As an employee of PESG, you have reasonable assurance that your employment will continue when the break between school years is completed even though there may be a break in the normal day-to-day scheduling process.

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III. Compensation Policies and Information

A. Defined Work Week

The normal work week for a PESG employee is Monday through Friday. For payroll, the technical work week is Sunday through Saturday. This may come into consideration for those required to work weekends and other uniquely timed positions. Your work schedule is defined by your job description.

B. Overtime Policy

A normal work day is 7-8 hours, fluctuating by each job description. Upon requesting to work within any partnering school district/college, you agree to follow their start and end time policies. The maximum hours you are approved to work as a PESG contracted employee is 40 hours per week. PESG does not compensate for "overtime" unless specifically requested *in advance* by a contracting school district/college on a case-by-case basis. This request ***must*** be initiated directly from the contracting school district/college to PESG and not from the contracted employee.

Note: If you are contracted with PESG, and do outside contracting or other school based programs, please inform PESG if your dual commitment could be a breach of the 40 hours/week limitation.

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C. Pay Periods and Paydays

1. School Year 2010-11

PESG defines a pay period on a biweekly pay cycle. Pay dates are updated annually and posted on www.subpass.com.

Note: If a payday falls on a banking holiday, you will receive your paycheck on the work day following the holiday.

In school year 2010-11, PESG pay dates are on Monday or Friday:

2010-2011 PESG Payroll Schedules

Administrators
Barry, Kent, Livingston
Montcalm, Muskegon
Ottawa

MI Coaches
Allegan, Berrien, Branch, Calhoun, Cass, Chippewa, Crawford, Delta, Dickinson, Hillsdale, Huron, Iron, Kalamazoo, Luce, Mackinac, Menominee, Midland, Ogemaw, Roscommon, Schoolcraft, St. Joseph, Van Buren

Washtenaw
Wayne

Clinton, Eaton, Genesee
Ingham, Jackson
Lenawee, Macomb
Oakland, Saginaw
Shiawassee

Payroll #1				Payroll # 2				Payroll #3				Payroll #4			
Pay Period Start	Pay Period End	Reconciliation Deadline	Date Payable	Pay Period Start	Pay Period End	Reconciliation Deadline	Date Payable	Pay Period Start	Pay Period End	Reconciliation Deadline	Date Payable	Pay Period Start	Pay Period End	Reconciliation Deadline	Date Payable
			Friday				Friday				Monday				Monday
6/13/2010	6/26/2010	6/28/2010	7/2/2010									6/13/2010	6/26/2010	6/29/2010	7/5/2010
6/27/2010	7/10/2010	7/12/2010	7/16/2010	6/20/2010	7/3/2010	7/5/2010	7/9/2010	6/20/2010	7/3/2010	7/6/2010	7/12/2010	6/27/2010	7/10/2010	7/13/2010	7/19/2010
7/11/2010	7/24/2010	7/26/2010	7/30/2010	7/4/2010	7/17/2010	7/19/2010	7/23/2010	7/4/2010	7/17/2010	7/20/2010	7/26/2010	7/11/2010	7/24/2010	7/27/2010	8/2/2010
7/25/2010	8/7/2010	8/9/2010	8/13/2010	7/18/2010	7/31/2010	8/2/2010	8/6/2010	7/18/2010	7/31/2010	8/3/2010	8/9/2010	7/25/2010	8/7/2010	8/10/2010	8/16/2010
8/8/2010	8/21/2010	8/23/2010	8/27/2010	8/1/2010	8/14/2010	8/16/2010	8/20/2010	8/1/2010	8/14/2010	8/17/2010	8/23/2010	8/8/2010	8/21/2010	8/24/2010	8/30/2010
8/22/2010	9/4/2010	9/6/2010	9/10/2010	8/15/2010	8/28/2010	8/30/2010	9/3/2010	8/15/2010	8/28/2010	8/31/2010	9/6/2010	8/22/2010	9/4/2010	9/7/2010	9/13/2010
9/5/2010	9/18/2010	9/20/2010	9/24/2010	8/29/2010	9/11/2010	9/13/2010	9/17/2010	8/29/2010	9/11/2010	9/14/2010	9/20/2010	9/5/2010	9/18/2010	9/21/2010	9/27/2010
9/19/2010	10/2/2010	10/4/2010	10/8/2010	9/12/2010	9/25/2010	9/27/2010	10/1/2010	9/12/2010	9/25/2010	9/28/2010	10/4/2010	9/19/2010	10/2/2010	10/5/2010	10/11/2010
10/3/2010	10/16/2010	10/18/2010	10/22/2010	9/26/2010	10/9/2010	10/11/2010	10/15/2010	9/26/2010	10/9/2010	10/12/2010	10/18/2010	10/3/2010	10/16/2010	10/19/2010	10/25/2010
10/17/2010	10/30/2010	11/1/2010	11/5/2010	10/10/2010	10/23/2010	10/25/2010	10/29/2010	10/10/2010	10/23/2010	10/26/2010	11/1/2010	10/17/2010	10/30/2010	11/2/2010	11/8/2010
10/31/2010	11/13/2010	11/15/2010	11/19/2010	10/24/2010	11/6/2010	11/8/2010	11/12/2010	10/24/2010	11/6/2010	11/9/2010	11/15/2010	10/31/2010	11/13/2010	11/16/2010	11/22/2010
11/14/2010	11/27/2010	11/29/2010	12/3/2010	11/7/2010	11/20/2010	11/22/2010	11/26/2010	11/7/2010	11/20/2010	11/23/2010	11/29/2010	11/14/2010	11/27/2010	11/30/2010	12/6/2010
11/28/2010	12/11/2010	12/13/2010	12/17/2010	11/21/2010	12/4/2010	12/6/2010	12/10/2010	11/21/2010	12/4/2010	12/7/2010	12/13/2010	11/28/2010	12/11/2010	12/14/2010	12/20/2010
12/12/2010	12/25/2010	12/27/2010	12/31/2010	12/5/2010	12/18/2010	12/20/2010	12/24/2010	12/5/2010	12/18/2010	12/21/2010	12/27/2010	12/12/2010	12/25/2010	12/28/2010	1/3/2011
12/26/2010	1/8/2011	1/10/2011	1/14/2011	12/19/2010	1/1/2011	1/3/2011	1/7/2011	12/19/2010	1/1/2011	1/4/2011	1/10/2011	12/26/2010	1/8/2011	1/11/2011	1/17/2011
1/9/2011	1/22/2011	1/24/2011	1/28/2011	1/2/2011	1/15/2011	1/17/2011	1/21/2011	1/2/2011	1/15/2011	1/18/2011	1/24/2011	1/9/2011	1/22/2011	1/25/2011	1/31/2011
1/23/2011	2/5/2011	2/7/2011	2/11/2011	1/16/2011	1/29/2011	1/31/2011	2/4/2011	1/16/2011	1/29/2011	2/1/2011	2/7/2011	1/23/2011	2/5/2011	2/8/2011	2/14/2011
2/6/2011	2/19/2011	2/21/2011	2/25/2011	1/30/2011	2/12/2011	2/14/2011	2/18/2011	1/30/2011	2/12/2011	2/15/2011	2/21/2011	2/6/2011	2/19/2011	2/22/2011	2/28/2011
2/20/2011	3/5/2011	3/7/2011	3/11/2011	2/13/2011	2/26/2011	2/28/2011	3/4/2011	2/13/2011	2/26/2011	3/1/2011	3/7/2011	2/20/2011	3/5/2011	3/8/2011	3/14/2011
3/6/2011	3/19/2011	3/21/2011	3/25/2011	2/27/2011	3/12/2011	3/14/2011	3/18/2011	2/27/2011	3/12/2011	3/15/2011	3/21/2011	3/6/2011	3/19/2011	3/22/2011	3/28/2011
3/20/2011	4/2/2011	4/4/2011	4/8/2011	3/13/2011	3/26/2011	3/28/2011	4/1/2011	3/13/2011	3/26/2011	3/29/2011	4/4/2011	3/20/2011	4/2/2011	4/5/2011	4/11/2011
4/3/2011	4/16/2011	4/18/2011	4/22/2011	3/27/2011	4/9/2011	4/11/2011	4/15/2011	3/27/2011	4/9/2011	4/12/2011	4/18/2011	4/3/2011	4/16/2011	4/19/2011	4/25/2011
4/17/2011	4/30/2011	5/2/2011	5/6/2011	4/10/2011	4/23/2011	4/25/2011	4/29/2011	4/10/2011	4/23/2011	4/26/2011	5/2/2011	4/17/2011	4/30/2011	5/3/2011	5/9/2011
5/1/2011	5/14/2011	5/16/2011	5/20/2011	4/24/2011	5/7/2011	5/9/2011	5/13/2011	4/24/2011	5/7/2011	5/10/2011	5/16/2011	5/1/2011	5/14/2011	5/17/2011	5/23/2011
5/15/2011	5/28/2011	5/30/2011	6/3/2011	5/8/2011	5/21/2011	5/23/2011	5/27/2011	5/8/2011	5/21/2011	5/24/2011	5/30/2011	5/15/2011	5/28/2011	5/31/2011	6/6/2011
5/29/2011	6/11/2011	6/13/2011	6/17/2011	5/22/2011	6/4/2011	6/6/2011	6/10/2011	5/22/2011	6/4/2011	6/7/2011	6/13/2011	5/29/2011	6/11/2011	6/14/2011	6/20/2011
6/12/2011	6/25/2011	6/27/2011	7/1/2011	6/5/2011	6/18/2011	6/20/2011	6/24/2011	6/5/2011	6/18/2011	6/21/2011	6/27/2011	6/12/2011	6/25/2011	6/28/2011	7/4/2011
				6/19/2011	7/2/2011	7/4/2011	7/8/2011	6/19/2011	7/2/2011	7/5/2011	7/11/2011				

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2. School Year 2011-12

PESG defines a pay period on a biweekly pay cycle. Pay dates are updated annually and posted on www.subpass.com.

Note: If a payday falls on a banking holiday, you will receive your paycheck on the work day following the holiday.

Starting in July 2011, All PESG pay dates will move from a Monday or Friday to a Wednesday for school year 2011-12:

2011-2012 PESG Payroll Schedules

Administrators
Barry, Kent, Livingston
Montcalm, Muskegon
Ottawa

Athletic Coaches
Allegan, Berrien, Branch, Calhoun, Cass, Chippewa, Crawford, Delta, Dickinson, Hillsdale, Huron, Iron, Kalamazoo, Luce, Mackinac, Marquette, Menominee, National Heritage Academies, Midland, Ogemaw, Roscommon, Schoolcraft, St. Joseph, Van Buren

Washtenaw
Wayne

Clinton, Eaton, Genesee
Ingham, Jackson
Lenawee, Macomb
Oakland, Saginaw
Shiawassee

Payroll #1				Payroll # 2				Payroll #3				Payroll #4			
Pay Period Start	Pay Period End	Reconciliation Deadline	Date Payable	Pay Period Start	Pay Period End	Reconciliation Deadline	Date Payable	Pay Period Start	Pay Period End	Reconciliation Deadline	Date Payable	Pay Period Start	Pay Period End	Reconciliation Deadline	Date Payable
School Year 2010 - 2011 (Friday Pay Date)				School Year 2010 - 2011 (Friday Pay Date)				School Year 2010 - 2011 (Monday Pay Date)				School Year 2010 - 2011 (Monday Pay Date)			
			Friday				Friday				Monday				Monday
5/15/2011	5/28/2011	5/30/2011	6/3/2011	5/8/2011	5/21/2011	5/23/2011	5/27/2011	5/8/2011	5/21/2011	5/24/2011	5/30/2011	5/15/2011	5/28/2011	5/31/2011	6/6/2011
5/29/2011	6/11/2011	6/13/2011	6/17/2011	5/22/2011	6/4/2011	6/6/2011	6/10/2011	5/22/2011	6/4/2011	6/7/2011	6/13/2011	5/29/2011	6/11/2011	6/14/2011	6/20/2011
6/12/2011	6/25/2011	6/27/2011	7/1/2011	6/5/2011	6/18/2011	6/20/2011	6/24/2011	6/5/2011	6/18/2011	6/21/2011	6/27/2011	6/12/2011	6/25/2011	6/28/2011	7/4/2011
				6/19/2011	7/2/2011	7/4/2011	7/8/2011	6/19/2011	7/2/2011	7/5/2011	7/11/2011				
School Year 2011 - 2012 (Wednesday Pay Date)				School Year 2011 - 2012 (Wednesday Pay Date)				School Year 2011 - 2012 (Wednesday Pay Date)				School Year 2011 - 2012 (Wednesday Pay Date)			
Sunday	Saturday	Monday	Wednesday	Sunday	Saturday	Monday	Wednesday	Sunday	Saturday	Monday	Wednesday	Sunday	Saturday	Monday	Wednesday
6/26/2011	7/9/2011	7/11/2011	7/20/2011									6/26/2011	7/9/2011	7/11/2011	7/20/2011
7/10/2011	7/23/2011	7/25/2011	8/3/2011	7/3/2011	7/16/2011	7/18/2011	7/27/2011	7/3/2011	7/16/2011	7/18/2011	7/27/2011	7/10/2011	7/23/2011	7/25/2011	8/3/2011
7/24/2011	8/6/2011	8/8/2011	8/17/2011	7/17/2011	7/30/2011	8/1/2011	8/10/2011	7/17/2011	7/30/2011	8/1/2011	8/10/2011	7/24/2011	8/6/2011	8/8/2011	8/17/2011
8/7/2011	8/20/2011	8/22/2011	8/31/2011	7/31/2011	8/13/2011	8/15/2011	8/24/2011	7/31/2011	8/13/2011	8/15/2011	8/24/2011	8/7/2011	8/20/2011	8/22/2011	8/31/2011
8/21/2011	9/3/2011	9/5/2011	9/14/2011	8/14/2011	8/27/2011	8/29/2011	9/7/2011	8/14/2011	8/27/2011	8/29/2011	9/7/2011	8/21/2011	9/3/2011	9/5/2011	9/14/2011
9/4/2011	9/17/2011	9/19/2011	9/28/2011	8/28/2011	9/10/2011	9/12/2011	9/21/2011	8/28/2011	9/10/2011	9/12/2011	9/21/2011	9/4/2011	9/17/2011	9/19/2011	9/28/2011
9/18/2011	10/1/2011	10/3/2011	10/12/2011	9/11/2011	9/24/2011	9/26/2011	10/5/2011	9/11/2011	9/24/2011	9/26/2011	10/5/2011	9/18/2011	10/1/2011	10/3/2011	10/12/2011
10/2/2011	10/15/2011	10/17/2011	10/26/2011	9/25/2011	10/8/2011	10/10/2011	10/19/2011	9/25/2011	10/8/2011	10/10/2011	10/19/2011	10/2/2011	10/15/2011	10/17/2011	10/26/2011
10/16/2011	10/29/2011	10/31/2011	11/9/2011	10/9/2011	10/22/2011	10/24/2011	11/2/2011	10/9/2011	10/22/2011	10/24/2011	11/2/2011	10/16/2011	10/29/2011	10/31/2011	11/9/2011
10/30/2011	11/12/2011	11/14/2011	11/23/2011	10/23/2011	11/5/2011	11/7/2011	11/16/2011	10/23/2011	11/5/2011	11/7/2011	11/16/2011	10/30/2011	11/12/2011	11/14/2011	11/23/2011
11/13/2011	11/26/2011	11/28/2011	12/7/2011	11/6/2011	11/19/2011	11/21/2011	11/30/2011	11/6/2011	11/19/2011	11/21/2011	11/30/2011	11/13/2011	11/26/2011	11/28/2011	12/7/2011
11/27/2011	12/10/2011	12/12/2011	12/21/2011	11/20/2011	12/3/2011	12/5/2011	12/14/2011	11/20/2011	12/3/2011	12/5/2011	12/14/2011	11/27/2011	12/10/2011	12/12/2011	12/21/2011
12/11/2011	12/24/2011	12/26/2011	1/4/2012	12/4/2011	12/17/2011	12/19/2011	12/28/2011	12/4/2011	12/17/2011	12/19/2011	12/28/2011	12/11/2011	12/24/2011	12/26/2011	1/4/2012
12/25/2011	1/7/2012	1/9/2012	1/18/2012	12/18/2011	12/31/2011	1/2/2012	1/11/2012	12/18/2011	12/31/2011	1/2/2012	1/11/2012	12/25/2011	1/7/2012	1/9/2012	1/18/2012
1/8/2012	1/21/2012	1/23/2012	2/1/2012	1/1/2012	1/14/2012	1/16/2012	1/25/2012	1/1/2012	1/14/2012	1/16/2012	1/25/2012	1/8/2012	1/21/2012	1/23/2012	2/1/2012
1/22/2012	2/4/2012	2/6/2012	2/15/2012	1/15/2012	1/28/2012	1/30/2012	2/8/2012	1/15/2012	1/28/2012	1/30/2012	2/8/2012	1/22/2012	2/4/2012	2/6/2012	2/15/2012
2/5/2012	2/18/2012	2/20/2012	2/29/2012	1/29/2012	2/11/2012	2/13/2012	2/22/2012	1/29/2012	2/11/2012	2/13/2012	2/22/2012	2/5/2012	2/18/2012	2/20/2012	2/29/2012
2/19/2012	3/3/2012	3/5/2012	3/14/2012	2/12/2012	2/25/2012	2/27/2012	3/7/2012	2/12/2012	2/25/2012	2/27/2012	3/7/2012	2/19/2012	3/3/2012	3/5/2012	3/14/2012
3/4/2012	3/17/2012	3/19/2012	3/28/2012	2/26/2012	3/10/2012	3/12/2012	3/21/2012	2/26/2012	3/10/2012	3/12/2012	3/21/2012	3/4/2012	3/17/2012	3/19/2012	3/28/2012
3/18/2012	3/31/2012	4/2/2012	4/11/2012	3/11/2012	3/24/2012	3/26/2012	4/4/2012	3/11/2012	3/24/2012	3/26/2012	4/4/2012	3/18/2012	3/31/2012	4/2/2012	4/11/2012
4/1/2012	4/14/2012	4/16/2012	4/25/2012	3/25/2012	4/7/2012	4/9/2012	4/18/2012	3/25/2012	4/7/2012	4/9/2012	4/18/2012	4/1/2012	4/14/2012	4/16/2012	4/25/2012
4/15/2012	4/28/2012	4/30/2012	5/9/2012	4/8/2012	4/21/2012	4/23/2012	5/2/2012	4/8/2012	4/21/2012	4/23/2012	5/2/2012	4/15/2012	4/28/2012	4/30/2012	5/9/2012
4/29/2012	5/12/2012	5/14/2012	5/23/2012	4/22/2012	5/5/2012	5/7/2012	5/16/2012	4/22/2012	5/5/2012	5/7/2012	5/16/2012	4/29/2012	5/12/2012	5/14/2012	5/23/2012
5/13/2012	5/26/2012	5/28/2012	6/6/2012	5/6/2012	5/19/2012	5/21/2012	5/30/2012	5/6/2012	5/19/2012	5/21/2012	5/30/2012	5/13/2012	5/26/2012	5/28/2012	6/6/2012
5/27/2012	6/9/2012	6/11/2012	6/20/2012	5/20/2012	6/2/2012	6/4/2012	6/13/2012	5/20/2012	6/2/2012	6/4/2012	6/13/2012	5/27/2012	6/9/2012	6/11/2012	6/20/2012
6/10/2012	6/23/2012	6/25/2012	7/4/2012	6/3/2012	6/16/2012	6/18/2012	6/27/2012	6/3/2012	6/16/2012	6/18/2012	6/27/2012	6/10/2012	6/23/2012	6/25/2012	7/4/2012
6/24/2012	7/7/2012	7/9/2012	7/18/2012	6/17/2012	6/30/2012	7/2/2012	7/11/2012	6/17/2012	6/30/2012	7/2/2012	7/11/2012	6/24/2012	7/7/2012	7/9/2012	7/18/2012
7/8/2012	7/21/2012	7/23/2012	8/1/2012	7/1/2012	7/14/2012	7/16/2012	7/25/2012	7/1/2012	7/14/2012	7/16/2012	7/25/2012	7/8/2012	7/21/2012	7/23/2012	8/1/2012
7/22/2012	8/4/2012	8/6/2012	8/15/2012	7/15/2012	7/28/2012	7/30/2012	8/8/2012	7/15/2012	7/28/2012	7/30/2012	8/8/2012	7/22/2012	8/4/2012	8/6/2012	8/15/2012
8/5/2012	8/18/2012	8/20/2012	8/29/2012	7/29/2012	8/11/2012	8/13/2012	8/22/2012	7/29/2012	8/11/2012	8/13/2012	8/22/2012	8/5/2012	8/18/2012	8/20/2012	8/29/2012
8/19/2012	9/1/2012	9/3/2012	9/12/2012	8/12/2012	8/25/2012	8/27/2012	9/5/2012	8/12/2012	8/25/2012	8/27/2012	9/5/2012	8/19/2012	9/1/2012	9/3/2012	9/12/2012

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D. Direct Deposit

If you have signed-up for direct deposit the funds will be posted to your checking/savings account on the previously defined payday, or the following banking day if the payday falls on a banking holiday. When you elect Direct Deposit you will not receive a paper paystub. A paystub will be made available online through the Paychex HROnline service. For questions or to setup and access this service, contact the Paychex Service Center from 8AM – 8PM EST, Monday – Friday, at 1 (877) 281-6624, and select option #1.

E. Pay Rates

Pay rates are determined in cooperation with the contracting agency where you are working. Substitute pay rates are usually defined on a daily basis for a full or half day worked. Hourly positions are broken down into hourly rates.

F. Compensation Errors and Correction Process

Due to the inherent nature of payroll processing, sometimes an error is made when calculating payroll.

Note: If you have not been properly paid for a work assignment, please email PESG at payroll@contractsubs.com and include in the first paragraph your first/last name, last 4 digits of your Social Security Number, and a description of your request.

If you find a discrepancy with your pay check, please contact us as soon as possible through email at payroll@contractsubs.com or call 1-866-782-7277 to speak with a customer service representative. We will promptly contact the school district for the required authorization to make necessary corrections. In the event that the discrepancy is an underpayment, you may expect the correction on the next available payroll after the authorization from the district is received. Note: All pay dates are on a Wednesday starting in July 2011, so your correction may fall between normal bi-weekly pay dates.

G. Understanding Your Paystub

Your paystub contains information about your personal information, earnings, payroll withholding and net pay. Whether you receive payment by direct deposit or by paper check, you are able to view your paystub through the Paychex HROnline service. For questions or to setup and access this service, contact the Paychex Service Center from 8AM – 8PM EST, Monday – Friday, by calling (877) 281-6624, and selecting option #1.

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Understanding your pay stub

A - Personal and Check Information	B - Earnings	C - Withholdings	D - Net Pay Allocations
The **Personal and Check Information** section outlines personal information, such as name, address, hire date and marital status and exemptions for federal and state withholding. This section also displays the pay period begin and end dates for the pay stub's check date.	The **Earnings** section details each earning record on two lines. On the first line is the date worked, confirmation number, and job description, along with the dollars for that day. The second line shows the district in which the job was performed.	The **Withholdings** section displays current and year-to-date amounts withheld for federal withholding, Social Security (OASDI), Medicare, state withholding and local tax (when applicable.)	The **Net Pay Allocations** section details the net amount of your pay for this period and year-to-date. The last four digits of your direct deposit account will print next to the deposit type under the *Description* heading.

H. Miscellaneous Compensation Policies

The following are minor policies pertaining to payroll and payroll calculations:

1. Delays and Cancellations

PESG does not compensate for school delays or school cancellations. Some districts/colleges may have differing policies and PESG will honor the policies of the school district/college concerning compensation for delays or cancellations. (This does not apply to all employee groups.)

2. Cancellation Policy

PESG maintains a minimum work day of at least two hours when your dispatch placement is cancelled by the school district/college for non-performance related reasons. An exception to the cancellation policy would be if the school district/college is closed for a publicly announced reason (i.e., snow day, fog delay, etc.).

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3. Vacation, Sick, Personal Days, School District/College Breaks

Each of our customers may have a slightly different schedule for available work periods. There are blocks of days during the following holidays that work may not be available – Labor Day, Thanksgiving, Christmas, New Year's Day, and Memorial Day. Further, each school district/college may have extended periods during the winter, spring and summer seasons in which work will not be available. *As an employee of PESG, you have reasonable assurances based on State law that employment will continue when the non-work period is completed.*

IV. Employee Benefits

A. Voluntary Employee Benefits

Listed below are the employee benefits available to eligible employees. Each group benefit is detailed and priced at www.subpass.com under the "Benefits" tab. Each individual benefit is voluntary and is paid for by the employee based on the individual benefits selected. You become eligible for voluntary insurance coverage within the first 30 days following your application, and every July 1 for an open application period of 30 days. The only exception to this is the 401(k) Plan. The PESG 401(k) Plan has an automatic application provision of 3% of payroll, unless you actively submit a 401(k) application form declining participation in the Plan. This process will be clearly explained in the PESG Applicant Meeting.

- Health Insurance
- Short-term Disability Insurance
- Life Insurance
- Vision Coverage
- Dental Coverage
- 401(k) Retirement Savings Plan

Each benefit plan is on a voluntary basis and available when you become a PESG employee (after your probationary period). PESG will supply complete benefits information clearly outlining each benefit plan, levels of coverage, the cost for each plan and application forms for each plan.

You can contribute to your 401(k) Plan through a pre-tax deduction from your paycheck. The medical, dental, vision, disability and life benefits are paid by the employee on a monthly basis via an automatic ACH transaction through your personal checking/savings account.

Contact the PESG Employee Benefits Department at 1-866-782-7277, x347 with any questions concerning application, levels of coverage or help with claims submission and ongoing claim questions.

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Privacy

We are committed to protecting your medical information. We understand the importance of keeping your health information private, and follow strict privacy policies in accordance with State/Federal law. We never sell your health information to anyone or release it to any company who may want to sell products to you. Your information is used only for the purpose of policy underwriting and probable policy placement.

B. Employee Benefits Application

You may enroll for employee benefits at any time during your employment with PESG. You are eligible for benefits on the first calendar day following your PESG welcome letter. Most benefits are "portable." Check with our Employee Benefits Department for details. The 401(k) Plan has a 14 day new hire open application period. Thereafter, applications are available in January and July of each year. The purpose of the open application period is to provide an opportunity for you to consider, select, and enroll in the 401(k) after consulting with family and/or a licensed financial representative.

C. Available Benefit Summary Information

1. Assurant Health and Blue Cross/Blue Shield

a) Multiple plans with a wide range of coverage depending on your specific needs.
b) Pricing that is specific to age, benefit level, the number of individuals to be insured through the plan, and medical history.
c) Automated deduction from your checking account for monthly premiums.
d) Optional portability of plan after the end of your employment with PESG.
e) A large network of doctors and services available in the State of Michigan.

2. Life Insurance

Coverage may be available with the disclosure of detailed medical history. Please contact the Benefits Department at 1-866-782-7277, extension 313, for more information.

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3. Vision Plan

a) Benefits offered through SPECTERA, a United Health Group Company.
b) 100% plan up to covered amount through accepting providers.
c) Providers include Rx Optical, VS, DOC, Costco, Wal-Mart, Shopko, Co-op Optical.
d) Single, Double, and Family benefit levels available.

D. Specific Plan Information and Benefit Inquiries

Each benefit offering is detailed at www.subpass.com. Please select the "Benefits" tab to access the details of each plan.

Note: If your questions cannot be answered from this portion of the website, feel free to contact us at 1-866-SUBPASS x347and indicate that you have a benefits question.

PESG Employer Benefits Homepage

To Sign-up

Benefit applications are available at www.subpass.com. Each application is interactive and can be printed for signatures. Or, call 1-866-782-7277, x347 for application assistance, or to speak with knowledgeable, licensed insurance and securities representative.

PESG, LLC
ATTENTION BENEFITS
POB 50
CALEDONIA MI 49316-0050

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E. PESG 401(k) Plan

- PESG, LLC recognizes the importance of employees to develop a retirement savings and investment strategy. For this reason, we now provide the opportunity to continue your current retirement savings plan by offering a 401(k) Profit Sharing Plan.
- An experienced, local representative is available to provide the investment education you need to manage your retirement assets appropriately.
- The Plan is administered by American Funds, one of the three largest mutual fund families in the country. American Funds investors include many of the nation's largest districts, as well as leading foundations and endowments.
- By accessing the American Fund website you may make changes to your investment allocation and obtain information regarding the diverse investment options available.
- The Plan accepts pension rollovers, 401(k), 403(b), and 457 Plan transfers. The form to move your MIP contributions into your new 401(k) account can be obtained from PESG. If you are considering rolling your MIP contribution balance to the PESG 401(k), please contact our plan representative at 1-866-782-7277, x313 to discuss whether this is the right decision for you.
- A Summary Plan Description and fact sheets on each fund are included in your 401(k) application packet. A prospectus for each fund will be mailed to your home address following application.
- If you do not know where you want your money invested:
  - American Funds offers several different blended portfolios, based on your expected retirement age, for participants who are not comfortable picking their own investment options. A guide to these portfolios is included in your application packet.
  - If you do not select an investment option at this time, your contributions will automatically be invested in American Funds Capital Income Builder, an age-based American Funds Target Date Fund.
  - You may change the allocation of your investments at any time by phone at 800-204-3731 or by accessing the American Funds website, www.myretirement@americanfunds.com.

- Your local plan representative is:

  Todd Overbeek
  Benefit Advisor Group, LLC
  800-466-4198, x313
  taoverbeek@benefitgroupllc.com

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F. Other Mandated Benefits

The Company also complies with and contributes to other government required programs for your benefit. These programs are not financed through general taxation, but from contributions paid by the Company on your behalf.

1. Worker's Compensation Insurance

You are protected by worker's disability compensation insurance, which provides benefits if you suffer a work-related illness or injury. Proper handling of a worker's compensation claim requires that you report on-the-job injuries (within 24 hours) to either PESG or the school/college secretary at your work location. Discretionary failure to report an injury may jeopardize or delay your benefits and future employment with PESG.

2. Unemployment Benefits

As a condition of your employment with PESG you understand work is only available for the periods of time school is in session and does not include the periods of time that school is not in session. Michigan public schools have scheduled periods of time off during the active school year, such as holidays, spring breaks, and between the end of one school year and the start of the next school year. PESG wants you to be aware it does not offer assignments for these periods of scheduled time off for all classes of employees.

3. Matched Social Security Contributions

The Company matches your Social Security contribution dollar for dollar, paying one-half of the cost of your Social Security benefits. These matched contributions and Social Security deductions are forwarded to the appropriate Federal agency.

V. Training

PESG employees receive three types of training through PESG:

- Live training during the group applicant meeting including classroom management, processes, procedures, expectations and understanding of expectations of your relationship with PESG and its contracted school district/college.
- Online professional development training specific to certain subjects.
- Site-based training conducted by the school district/college site management based on the responsibilities of your specific position.

These areas of training are specific to the school district/college and PESG expectations concerning your professionalism.

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VI. Assignment Protocol

In the school district/college that you are assigned, you may be required to attend an additional applicant meeting, and agree to the specific employee policies and procedures of that school district/college.

Your primary relationship is with PESG, as defined by the PESG Employee Policy Manual.

You are required to follow the work site employee policies and procedures while under active placement through your employment with PESG. If the school district/college has more restrictive language pertaining to any policy or procedure, beyond following PESG policies and expectations, the school district/college policy and procedure is primary. Failure to follow these policies and procedures may be grounds for removal from the building or employment termination.

School district/college expectations range from general to specific policies inherent to the education profession. PESG has worked hard to equip you with the information that is shared in our applicant meetings, this written Policy Manual, and the online training.

A. Professionalism (All Staff)

1. Personal Appearance

Look like a professional. Employees are expected to reflect an excellent PESG image and the standards of the school district/college by maintaining a high standard of personal appearance and cleanliness. Employee attire is to be professional, i.e., business slacks, skirt/dress, appropriate shirt or blouse. Clothing shall have no vulgarities or sexually suggestive graphics, nor alcohol or tobacco advertising. Please refer to the specific Personal Appearance Policies established by the school district/college in which you have been approved to work. Some positions require uniforms. Some districts/colleges have a “no jeans” policy. Ensure your entire is appropriate for your assignment for that day i.e. Physical Education and Special Education classes. Refrain from wearing shorts or clothing that is suggestive or distracting.

2. Personal Attitude

Act like a professional. It is important to maintain a positive, professional attitude while on assignment. Disparaging statements against the school, college, students, parents, the State educational system, or your employer are not acceptable while on assignment with PESG. It is important to focus your thoughts, efforts, and positive attitude on the job.

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B. Before Kids-at home prep - (Educational Staff)

1. Before Reporting

Good planning makes for good teaching. Review the lesson plan if (if available). Prepare your clothes, get driving directions and prepare your "Bag of Tricks." Review chapter 6 of your substitute teacher's manual for some additional online resources (substitute teachers and para-professionals only). Listen to the news for school cancellations or delays. If you are not to report for work on any given day, the primary venue of communication will be through public broadcasts or a method of communication developed by the school district. Know and understand the inclement weather notification procedure of your worksite. Call the school if unable to arrive at your assignment at the designated time.

Note: Substitutes must contact PESG the morning of an assignment to cancel. Customer Service Representatives are available from 6 am – 7 pm during the school year to remove you from the job and re-issue the assignment.

2. Before kids – at school

Make a good first impression. Employees are expected to be in the building and ready to work at the time designated by the school district/college.

- Report to the school office, sign-in and request a required PESG Guest Teacher Badge. No PESG substitute can work without one.
- Introduce yourself. Be prepared with your confirmation number and ID.
- Seek information. Listed below are some suggestions:
  - Building procedures fire and tornado drills, lockdown.
  - Attendance procedure.
  - Location of lesson plan.
  - Class list/seating chart.
  - Location of classrooms, exits, staff restrooms, staff lounge, library, lunchroom.
  - Hall pass procedures (planners, paper, backpack, lanyard, etc.).
  - Bathroom and locker rules.
  - Schedules of class and lunch times.
  - List of reliable students.
  - Individual teacher practices/systems for rewarding good behavior and disciplining bad behavior.
  - General school discipline practices/systems for rewarding/disciplining behavior.
  - School policy on planning or free periods.

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- ☞ Computer programs/websites the kids are allowed/not allowed to use.
- ☞ Contact numbers of office staff and neighboring classrooms.
- ☞ Instructions for the voice amplifier system (if available).
- ☞ Instructions for the video or DVD player (if available).

3. After kids – at school

End the right way. The job is never over until the communication process is finished.

- ➢ Notes for the teacher
  It is a good practice to leave a note for the teacher to bridge the day's activities and offer useful information about the day's occurrences.
- ➢ Organize the classroom
  An empty classroom can tell a story of the previous day's activities, whether they are good or bad. It is important to straighten desks and clean-up materials. Be sure that the teacher's desk and surface materials are left in the same condition as when you entered the classroom. Show respect for the classroom and the teacher's space.
- ➢ Report to the office
  Report to the school office before you leave the building to notify them of the completion of your assignment and to return any items you received including PESG Guest Teacher Badge.

C. During kids – at school

Each site expects to receive a qualified employee from PESG. The school expects that you are capable of proper classroom management skills and the ability to instruct students. Suggestions for success:

1. Student Safety

It is important to maintain the safety of students in the classroom. There are infrequent occurrences in which students may get involved in aggressive behavior. It is not your primary role to intervene physically, but to protect other students and attempt to end the behavior. If physical violence is witnessed in the classroom, make every attempt possible to contact the appropriate office, security, or another instructor for help.

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2. Classroom Management

It is your primary responsibility to manage the classroom and instruct the students. Note the following:

- Utilize appropriate "teaching and learning" techniques in presenting your material.
- Utilize your Bag of Tricks (as outlined in the Substitute Teacher Manual) if the lesson plan ends early or your students are not responding to what you are teaching. Like every student, every class presents a different challenge. You can make a difference.

3. Model for the Class

Do not leave the classroom unattended while students are in the classroom. In the event of an emergency, you may want to gain the attention of an adjacent instructor before leaving the classroom. Use good judgment.

4. Vulgarity and Profanity

PESG employees shall refrain from the use of vulgarities and profanity while on assignment.

5. Student Contact and Interaction

The PESG Professional Development module labeled "Sexual Harassment" is an excellent tool to define the parameters and boundaries concerning student contact and interaction. It is important to maintain appropriate contact with students at all times.

- It is not appropriate to add a student to social networking sites such as, but not limited to, FaceBook, MySpace and Twitter, etc.
- It is acceptable to congratulate or greet a student with a handshake, but it is not acceptable to pat a student on the back or shoulder, or to casually touch a student. Any contact with a student may be interpreted as something other than its innocent intent.

6. Inappropriate Subjects

In the classroom, only discuss subject matters relevant to the lesson plan or syllabus of the class you are teaching.

D. On-The-Job (All Staff)

1. Tools, Equipment, Property

When accepting an assignment with a school district/college, you are to act as a guest. Please treat the tools, equipment, and property with respect.

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2. Phone and Computer Use

Personal telephone calls/cell phone calls may be made during your break periods or lunch (if permitted by the school district/college). Cell phones must be completely turned off during instructional time. For emergency calls while on assignment, please notify the school administration of your emergency and request an approval to excuse yourself to make a call. Classroom computers are to be used exclusively for approved usage pertaining to the daily lesson plan and attendance tracking. No internet surfing or personal email usage is allowed on school computer(s). If you need to use a computer, please ask the school office for permission and usage parameters. Do not bring personal computers to your assignment.

3. Solicitation

Solicitation to any individual (including school district/college staff or students) on behalf of any individual, organization, club or cause is not permitted at any time during assignment. Distribution of any literature, pamphlets or material to any school district/college employee or student is not permitted at any time during assignment. You are representative of PESG while on assignment with the school district/college. It is not the intent of the school district/college that solicitations will be made by contracted employees.

4. Smoking

It is illegal to use any tobacco product on any school premises in Michigan. PESG employees shall refrain from smoking or using tobacco products in any school district/college facility, property or vehicle.

E. On-The-Job (Coaches)

Coaching positions put you in close proximity with students in a physical contact environment. The general public and the students automatically trust and expect you will conduct yourself in a manner beyond reproach. PESG has outlined three (3) codes of conduct for coaches, specifically pertaining to student proximity, contact, and relationships.

1. Physical Contact

If working in the public arena of team sports, you will have the assumed trust of students, parents, and school administration. Do not physically touch, emotionally or verbally abuse a student in anger, frustration, or in a heightened emotional state. Use good judgment when taking a specific action that either requires touch or close proximity. In these cases, you must only take actions that are commonly accepted for training or motivational purposes, and you must be in view of other students or coaches (for accountability purposes).

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2. Locker Room Presence

You may only enter a locker room of students of the opposite sex if you are accompanied by another coach, and only at predetermined, approved times, i.e., prior to the game when players are dressed. The only exception to this rule would be an established team meeting in the locker room, after it has been determined that there are no students dressing, showering, or expecting privacy.

Never hold a meeting with fewer than three students in these circumstances. Never have a meeting with a student of the opposite sex in closed quarters that does not have a direct visual of public view via window or open door. PESG recommends that the coach request the presence of a third party, i.e., another coach, teacher, employee, to be present for any closed door meetings with an individual student of the opposite sex.

3. Personal Relationships

Never enter into a relationship with a student that goes beyond what is a generally acceptable relationship between a coach and a student for coaching purposes. You are not to contact a student outside of the school setting in any manner that can be construed as unrelated to coaching. Further, you must never allow yourself to enter into student-initiated contact outside of the school setting for anything other than discussion specific to coaching or team sport counseling. Any deviation from the policies outlined above must be reported to the athletic director and the student's parents (per the direction of the athletic director). All outside parties and coach-initiated gatherings for students are to be communicated with and approved by the athletic director.

Any misunderstanding or unclear interpretation of the above three (3) points will be clarified by PESG prior to the coaching season. PESG understands that the school district/college in which you work will have policies and procedures that exceed our Policy Manual. You are expected to abide by those policies.

VII. Incident Reporting and PESG Employee Corrective Action

The measurement of a successful assignment is based on performance. Districts carefully observe behavior to ensure that their needs and standards are observed and met. When concerns regarding procedural or behavioral conduct arise, and the Company receives an Incident Report, Corrective Action is initiated to address and resolve the concern expressed by the school and/or district to the Company.

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The State of Michigan gives a school building and/or district the responsibility and authority to control whom is in the building at any time, regardless of cause. The Company must honor the rights of the building and/or district when a removal is requested. There are three levels of action which a Corrective Action Report mandates: Warning, Building Removal and District Removal. A building removal requires the signature of the building principal while the district removal requires an additional signature of the District Human Resources department.

The Company will attempt to provide feedback to assist you in altering your approach or habit in the future and will disclose to you in writing a summary of the Corrective Action Report but is not required to reveal specific details. At no time is it acceptable for a contracted employee to contact a building and/or district regarding Corrective Action disclosure. All concerns should be directed to the Company, which is your employer.

When three Corrective Action Reports have been received regarding one individual, or if an incident is of heightened concern, the Company may terminate your employment.

Note: As previously indicated PESG is an "at will" employer, meaning, you as an employee, and PESG employer, have the right to termination the employment relationship at any time without cause.

VIII. Additional PESG Policies

A. Substance Possession, Use, Abuse Policy

The Company has a vital interest in maintaining a safe, healthy and efficient workplace for its employees and contracted districts/colleges. The unauthorized possession, use or abuse of any controlled substance or alcohol in the workplace poses an unacceptable risk to safe, healthful and efficient job performance.

It is the right, obligation and intent of the Company to maintain a safe, healthful and efficient working environment for all of its employees, and to protect the Company's staff, customers, reputation, property, equipment, operations and the public from the effects of drugs and alcohol.

B. Alcohol and Illegal Drugs

The sale, purchase, possession, transfer or unauthorized use or consumption of alcohol on Company time, while on assignment, or on district/college property is prohibited. The manufacturing, distribution, dispensation, sale, purchase, transfer, possession or use of any illegal drug (including prescription drugs for which ones does not have a prescription) at any time is prohibited. Being under the influence of illegal drugs or alcohol during working time or while on district/college property or while representing PESG as an employee at the district/college is likewise prohibited. "Being under the influence" is defined to mean any detectable level of alcohol or illegal drug.

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PESG reserves the right to test employees to determine whether they are under the influence of illegal drugs or alcohol. Such testing may occur when the Company has reasonable suspicion to believe that an employee is under the influence of drugs or alcohol, following an on-the-job injury or accident, or on a targeted or random basis. Refusal to submit to testing will be grounds for discipline up to and including termination.

C. Prescription Drugs

An employee using a prescription drug or over-the-counter medication which is known to or may cause impairment, is responsible to know side effects of the drug on judgment or performance, and must report such use to PESG and the school district/college building secretary prior to beginning work.

If you fail to comply with the prescription restrictions stated in this policy, neither the physician's prescription nor other medical reason will be an acceptable excuse. Violation of this policy as relates to prescription drugs or over-the-counter drugs which are known to impair performance shall be treated as any other violation dealing with illegal drugs. Each prescription drug container shall be in the employee's name and used only as directed by the employee's physician.

Notes: PESG reserves the right to have its' physician determine if a prescription drug or medication produces hazardous effects and may restrict the use of any such drug or medication accordingly. This may also restrict an employee's work activity. Violation of this policy will be grounds for discipline, up to and including termination.

D. Code of Conduct

Employees are expected to conduct themselves in a manner consistent with good work habits. Employees not complying with Company policies, acceptable work performance or standards will be subject to disciplinary action. Such policies or standards may or may not be written in this Policy Manual, but are based on generally accepted business standards or common sense. Disciplinary action may range from a verbal or written warning up to and including termination for a first offense depending on circumstances.

MINOR INFRACTIONS

The Company may decide to impose discipline less than termination at its discretion for the following:

- Loafing, neglect of failure to perform assigned duties
- Improper use of Company and School property
- Violations of safety rules of a minor nature
- Personal hygiene and attire
- Leaving the assignment early or without checking out at the school building office

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- Failure to report a work related accident or injury at the time of the incident via the Companies Injury Report
- Late arrival to an assignment

MAJOR INFRACTIONS

Infractions of a major nature will typically lead to termination of employment

- Three documented late arrivals or "no shows" for assignments
- Insubordination- including negligence, disrespect, disobedience of authority to any school or Company personnel (includes foul language or verbal abuse)
- Theft or dishonesty
- Threats against the well-being of another individual, including but not limited to, physical or serious verbal abuse, sexual harassment etc.
- Smoking- State of Michigan mandates no smoking or tobacco products on any school property
- Violation of safety rules
- Sleeping on the job
- Walking off the job mid assignment
- Falsification of Company employment application
- Falsification of reported work related injury or accident
- Violation of the Company's drug and alcohol policy
- Intentional misplacement, damage or destruction of non-personal property while on assignment
- Any serious accident resulting in an injury to a person or damage of property at which the employee is found to be at fault
- Possession of weapons on Company or school property
- Willful disregard of an assigned school building and/or district specific policies and procedures
- Physical touching of students and/or school building staff
- Distributing prescriptions or over-the-counter medications
- Taking pictures while on assignment without written consent from school administration
- Using social networking sites, such as but not limited to FaceBook, to communicate with students met while on assignment
- Contacting school and/or district personnel, during work hours or at home, for any issues that should be communicated to the Company only
- Cell phone/texting while on an assignment
- Personal use of school computer/internet usage
- Possession of personal laptop observed in classroom while on assignment
- Leaving a classroom of students unattended
- Not following building procedures for a planned or emergency evacuation

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E. Conflict of Interest

The Company desires to avoid any conflict of interest between employees, students, customers and suppliers. A conflict of interest may be defined as any personal interest which could make it personally advantageous for the employee to place his/her own interest above his/her obligation as an employee to the Company. Personal incentive and opportunities are enough to create a conflict of interest. When in doubt about any proposed action which may be a potential deviation from the Company's standards, it is the responsibility of the individual to seek approval from management in advance.

The Company policy relating to conflicts of interest includes, but is not limited to:

- Giving or accepting gifts or other gratuities and extensive social relationships.

- Having outside business interests and employment relationships. A conflict of interest can arise when an employee is involved in activity for personal gain, which for any reason is in conflict with the Company's business interest. Generally speaking, "moonlighting" is defined as working at another activity for personal gain outside your job with the Company, and may be permissible. If you perform outside work, your obligation is to avoid any conflict with the Company's business interest.

- Maintain business confidential information. All employees shall treat as confidential all information which they acquire concerning activities or plans of the Company, the financial condition, and business activities not publicly known.

- Avoid personal relationships. Success in our business dealings with our vendors, existing customers and prospective customers depends in large part on our professionalism. Close personal relationships between any of our employees and representatives of our customers or vendors creates either actual conflicts of interest or, at the very least, the appearance of them. It is the Company's policy that personal interchange between Company employees and the employees or representatives of our customers or vendors must be limited to the business setting. Any violation of this policy will result in appropriate disciplinary action, up to and including discharge.

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IX. Safety and Related Policies

A. MIOSHA (Michigan Occupational Safety & Health Standards Administration)

1. PESG Employee Responsibilities

a) **Machinery.** Do not operate, nor attempt to adjust or repair machinery or equipment until trained in the operating procedures, hazards and safeguards. Any operations or repairs on machinery and equipment must be assigned and authorized by the employer.

(1) If authorized to repair, shut-off and lock-out machinery before beginning the repair.

(2) Do not remove a guard or other safety device except for authorizing servicing purposes. The guard or other safety device shall be replaced, or equivalent guarding provided, before the machine is returned to normal operation.

b) **Communications.** Report to your supervisor any recognized hazard.

c) **PPE (Personal Protective Equipment)**. Use required PPE, clothing, devices, as prescribed by the contracting school district/college.

d) **Fire Protection.** Do not smoke or pose any fire hazard. Based upon State law, smoking is not permitted on school property. Do not block access to fire extinguishers or hoses. All solvents must be stored in approved containers and designated storage areas.

Violation of these rules may result in disciplinary action up to and including termination.

B. PESG Employee and Client Safety

It is PESG policy to provide and maintain healthy working conditions. Work sites are responsible for the enforcement of safety practices in work areas. Employees are expected to comply with all recognized safety practices, and to assist the Company by reporting safety conditions which might cause an accident. If you are injured on the job, notify the school district/college immediately. The school district/college will provide appropriate medical attention and comply with formal PESG injury reporting procedure. It is individual action together with our action which results in safe work practices and safe work site conditions.

1. Firearms

It is unlawful to carry a firearm or other item that could be construed as a weapon onto school property. Even if you carry a concealed weapon permit, you are required to leave your weapon at home. It is unlawful to carry a firearm in your personal vehicle on school property. Knives or sharp objects are not permitted on school property.

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2. **Smoking**

PESG employees shall refrain from smoking or the use of tobacco products in any school district/college facility, property, or vehicle. Any person wishing to use tobacco products must leave the school district/college owned property to do so. It is illegal to smoke on any school premises in Michigan.

3. **Eye Protection**

Safety glasses with side shields must be worn at all times within school district/college work sites that require safety glasses (shop/mechanical areas, etc.) These glasses will be furnished to you by the school district/college if you do not already wear glasses. If you are a new employee and you already wear prescription glasses, you must obtain certified safety glasses or have your present safety glasses approved by the Company before you may begin work.

4. **Ear Protection**

Protective hearing devices must be worn in areas where the noise level exceeds established standards. Please refer to the work site policy manual pertaining to their specific ear protection policy.

5. **Head Protection**

A hat, cap or hairnet must be worn in work areas where there is danger that your hair could become entangled in moving machinery and equipment. Please refer to the work site Policy Manual for specific head protection policy.

6. **Safety Shoes**

The Company does not require the use of safety shoes; however, their use is encouraged in order to prevent injury in specific work site locations.

7. **Jewelry**

You may wear wristwatches when working. Other jewelry will not be worn when operating machinery.

8. **Housekeeping**

Good housekeeping helps prevent accidents. You are expected to do your part to help maintain a clean and orderly working environment.

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C. Essential Functions

1. **Primary Educational Staff.** PESG expects Primary Educational Staff persons must be able to perform the following essential functions at all times:
   - Able to perform emergency classroom procedures (e.g. medical, fire, tornado, lockdown, etc.);
   - Able to perform to all jobsite safety, conduct and work environment policies;
   - Able to perform classroom management duties;
   - Able to perform supervision of student behavior and interactions;
   - Able to perform instructional activities requiring interaction with students;
   - Able to effectively communicate with students and administrative staff;

   If you are unable to perform these essential functions you are responsible for disclosing the extent of your limitations, whether prior or subsequent to your employment by PESG.

2. **Assistant, Aide and Support Educational Staff.** PESG expects Assistant, Aide and Support Educational Staff persons must be able to perform the following essential functions at all times:
   - Able to assist with and help facilitate emergency classroom procedures (e.g. medical, fire, tornado, lockdown, etc.);
   - Able to perform to all jobsite safety, conduct and work environment policies;
   - Able to assist with and help facilitate classroom management duties;
   - Able to assist with and help facilitate supervision of student behavior and interactions;
   - Able to assist with and help facilitate instructional activities requiring interaction with students;
   - Able to effectively communicate with students and administrative staff;

   If you are unable to perform these essential functions you are responsible for disclosing the extent of your limitations, whether prior or subsequent to your employment by PESG.

D. EEO (Equal Employment Opportunity)

- PESG provides Equal Employment Opportunity without regard to race, color, sex, age, disability, religion, national origin, marital status, sexual applicant, ancestry, political belief/activity, or status as a veteran.
- The Policy applies to all areas of employment, including recruitment, hiring, training/development, promotion, transfer, termination, layoff, compensation benefits, social/recreational programs, and all other conditions and privileges of employment in accordance with applicable Federal, State and local laws.

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- PESG Policy complies with all relevant and applicable provisions of the ADA (Americans with Disabilities Act). PESG will not discriminate against any qualified employee or job applicant with respect to any terms, privileges, or conditions of employment because of a person's physical or mental disability. PESG will make reasonable accommodation wherever necessary for all employees or applicants with disabilities, provided that the individual is otherwise qualified to safely perform the duties and assignments connected with the job and provided that any accommodations made do not require significant difficulty or expense at the worksite location.
- EEO notices are posted on appropriate employee bulletin boards as required by law. The notices summarize the rights of employees to equal opportunity in employment and list the names and addresses of the various government agencies that may be contacted in the event that any person believes he/she has been discriminated against.
- Management is primarily responsible for seeing that PESG's EEO policies are implemented, but all members of the staff share in the responsibility for assuring that by their personal actions the policies are effective and apply uniformly to everyone.
- Employees, including managers, involved in discriminatory practices will be subject to discharge.

  Note: Throughout this Employee Policy Manual, masculine pronouns such as he, his, or him shall be construed so as to include both sexes.

E. Recruitment for Diversity

PESG is committed to employing a diverse staff. Employment decisions by PESG are based on job-related qualifications in accordance with legal obligations. PESG will continue to recruit and hire from a diverse pool of qualified candidates.

F. Employee Dignity and Harassment

The Company is committed to providing a work environment that is free of discrimination, intimidation, offensive behavior and harassment.

The Company expects all employees to behave with dignity and respect for fellow employees, students and others. Actions, words, jokes or comments based on an individual sex, race, ethnicity, age, religion, disability or any other protected characteristic will not be tolerated.

Harassment includes:

- Making submission to unwelcome sexual advances, submission to requests for sexual favors, or submission to other verbal or physical conduct of a sexual nature as a condition of any person's continued employment or association with the Company.

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- Making submission to, or rejection of, such conduct the basis for employment decisions affecting any person.
- Unwelcome verbal or other conduct which creates an intimidating, hostile or offensive work environment.

The Company does not condone or allow any harassment of others, whether engaged by fellow employees, students, supervisors, vendors, other non-employees who conduct business with the Company.

Any person, who believes he or she has been subjected to harassment, should report it immediately to their direct supervisor at the school district/college level, then PESG. Each report will be given serious consideration and investigated thoroughly. Appropriate action will be taken. You will be asked to provide a written statement to PESG concerning the harassment incident, the parties involved, and any other individuals that may have witnessed the incident.

G. PESG Privacy and Confidentiality Policy

It is PESG Policy to protect the confidentiality of SSN's (Social Security Number) obtained in the ordinary course of Company business from employees, vendors, contractors, customers or others. No person shall knowingly obtain, store, transfer, use, disclose, or dispose of a SSN that PESG obtains or possesses except in accordance with SSN Privacy Act, 2004 PA 454.MCL 445.81 et seq., (the Act) and this Privacy Policy.

SSN PROCEDURES

- ***Obtaining SSN's.*** SSN's should be collected only where required by Federal/State law, or as otherwise permitted by Federal/State law for legitimate reasons consistent with this Privacy Policy. Reasons PESG may collect your SSN may include, but are not limited to:
  - Pre-employment background check.
  - Verification of employee eligibility for employment.
  - Tax reporting, new hire reporting or application in employee benefit plans.
  - SSN's may be obtained from creditors or vendors for tax reporting.
- ***Public Display.*** No more than four sequential digits of a SSN shall be placed on identification cards, badges, timecards, bulletin boards, permits, licenses, or any other materials or documents designed for public display. Documents, materials or computer screens that display more than four sequential digits of a SSN shall be kept out of public view at all times.

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- ***Account Numbers.*** No more than four sequential digits of a SSN shall be used as a primary account number for an individual.
- ***Computer Transmission.*** No more than four sequential digits of a SSN shall be used or transmitted on the internet or on a computer system or network unless the connection is secure or the transmission is encrypted.
- ***Mailed Documents.*** Documents containing more than four sequential digits of a SSN shall only be sent in cases where State/Federal law, rules, regulation, or court order or rule authorizes, permits, or requires that a SSN appear in the document. Documents containing more than four sequential digits of a SSN that are sent through the mail shall not reveal the number through the envelope window or otherwise be visible from outside the envelope or package.
- ***Storage.*** All documents containing more than four SSN's shall be stored in a physically secure manner. More than four SSN's shall not be stored on computers or other electronic devices that are not secured against unauthorized access.
- ***Access to SSN's.*** Only personnel who have legitimate business reasons will have access to records containing SSN's. Personnel using records containing SSN's must take appropriate steps to secure such records when not in immediate use.
- ***Disposal.*** Documents containing more than four SSN's will be retained in accordance with the requirements of State/Federal laws. Whenever documents containing more than four SSN's are disposed, such disposal shall be accomplished in a manner that protects the confidentiality of the SSN's, such as shredding.

Unauthorized Use or Disclosure of SSN's. PESG shall take reasonable measures to enforce this Privacy Policy and to correct and prevent the reoccurrence of any known violations. Any employee, who knowingly obtains uses or discloses more than four SSN's for unlawful purposes or contrary to the requirements of this Privacy Policy shall be subject to discipline up to and including discharge.

X. Required and Optional Training

To become an active employee with PESG, you are required to complete certain online training modules as detailed in the Employee Manual. It is important for you to complete this online training prior to attending a group or personal Application Meeting, as many of your questions may be answered by these modules.

Note: You may still attend the Application Meeting without completing the modules, but you will not be activated as an employee until all modules have been completed.

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1. Professional Development

Professional Development modules are online training courses used to educate employees on specific, required training for the school district/college environment. Employees are required to complete these modules in order to become active PESG employees. Each module takes approximately 20-25 minutes to complete in an uninterrupted environment. Once completed, print the Certificate of Completion and bring to your Applicant Meeting.

2. Training Renewal

PESG allows your module training to cover the duration of your employment. If certain training requirements were to be altered at the State or National level, PESG would notify you of which module has been updated and what you would need to do to remain current. Certain districts/colleges may require annual training on certain modules. PESG will alert you to any overriding training requirements on a district basis.

3. Required Training Modules

- **Adjunct Faculty, Administrators, Media Clerks, Assistant Teachers, Instructional Classroom Aides, Para-professionals, and Teachers**

  Allergy Management

  Blood borne Pathogens

  Federal/State Classroom Laws

  FERPA (Federal Educational Rights to privacy Act)

  Hazard Communication

  Sexual Harassment

  Guide for Substitute Teachers (substitute teacher requirement only)

- **Coaches, Custodial, Food Service, Secretarial, and Other Employees**

  Allergy Management

  Blood borne Pathogens

  FERPA

  Hazard Communications

  Sexual Harassment

  Food Safety (food service personnel requirement only)

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4. Training Module Instructions

Please visit www.gcntraining.com and click "Login to view training."

Step 1. At the GCN Login, type "PESG," then proceed to Step 2. (If you have already created a UID, go to Step 2. UID on the login page, enter your UID and click submit.)

NEW USERS

Step 2. Click "Create a personal ID."

Step 3. Follow the directions and create your preferred UID. Click "Check Account Availability."

Step 4. Complete the personal information fields.

- Under "Job Title," choose your appropriate job title (Use the drop down box to select job title.)
- Under "County," choose the appropriate county you will be spending the majority of your time.

Step 5. Please select an appropriate tutorial for your job classification. Then click "view" and complete the modules.

Log out of the module training after completing any module. The system will save the completed modules, if you are not completing all modules in one session.

Notes: Modules must be completed before your name will be activated by PESG. Print your Certificate of Completion and bring to the Application Meeting.

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XI. Service Recognition

PESG acknowledges the importance of profiling our employees that exceed our level of service to be publicly recognized and honored for their outstanding achievements of public service.

- PESG is aware of the importance of recognizing outstanding employees based on the feedback we receive from our contracted districts/colleges. PESG will periodically feature recognized employees and their outstanding achievements on our interactive website. Service recognition is given as a symbol of appreciation for your dedicated service and contribution to our school districts/colleges.
- PESG will post a school district/college narrative concerning their experience with you, if selected to be profiled as an outstanding employee by your school district/college. PESG will send you the school district/college narrative with a request for a personal biography and electronic picture to post on our website.
- Profiles are viewed by literally thousands of PESG employees and hundreds of school district/college employees. Profiles are updated on a semester basis on www.subpass.com.

XII. Miscellaneous Provisions

A. Workplace Searches

PESG, with the aid of a worksite contracted school district/college, may inspect the contents of any PESG or school district/college property, including property being used by an employee at the school district/college, at any time or at the request of the school district/college. PESG may inspect an employee's personal property that is brought into the Company's premises or contracted school district/college location. Refusal to submit to an inspection will be grounds for discipline up to and including termination.

B. Posted Bulletins

Notices, announcements and other items of interest and importance are posted by PESG on www.subpass.com. It is important to frequently visit the announcements section of our website for upcoming changes, updates and new information. PESG will utilize the following communication methods for important communications:

- www.subpass.com for general announcements/updates.
- Direct email for ongoing communications and seasonal information.
- Direct email for summer processes.
- Direct mail for "Notice of Reasonable Assurance."

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C. Personal Finances

Wage assignments and garnishments are burdensome and costly to handle, and strongly disapproved by the Company. Employees are expected to keep their personal finances in order and separate from their employment. Whenever court-ordered deductions are to be withdrawn from your paycheck, you will be notified. According to the Federal Wage Garnishment Act, three (3) or more garnishments may be cause for termination.

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XIII. AESOP Training

Online Services

Home Page

Indicates functions that might not be used by your school

When Aesop calls you

When you answer the phone, say "Hello" and Aesop will present the following options:

If you are interested in a job, Press ❶

Aesop will play you the School District Name and the School Name.

Enter your Pin number followed by the pound key ('#')

Aesop will now read off all the details of the assignment.

- To accept the assignment, Press ❶
- To hear the assignment again, Press ❷
- To reject but allow additional Calls today, Press ❸
- To reject this assignment and prevent additional calls today, Press ❹

ⓘ When you have successfully accepted an assignment Aesop will play back the **confirmation number**.

To prevent further calls today, Press ❷

If you are unavailable, Press ❸

To prevent Aesop from ever calling, Press ❾

- If you select this option then Aesop will never call you again.

www.aesoponline.com

When you call Aesop

1. Dial 1.800.942.3767
2. Enter your **ID number** followed by the pound key ('#')
3. Enter your **PIN number** followed by the pound key ('#')

ⓘ Pressing the star key ('*') will always take you back one menu level anywhere in the phone system.

To Hear a List of Available Assignments, Press ❶

Aesop will play you a list of up to five available jobs.

- To accept the assignment, Press ❶
- To hear the assignment again, Press ❷
- To reject this assignment and not hear it again, Press ❸
- To listen to the next assignment, Press ❹
- To replay a bypassed assignment, Press ❺
- To return to the Main Menu, Press ❻

ⓘ When you have successfully accepted an assignment Aesop will play back the **confirmation number**.

1.800.942.3767

When you call Aesop

To Review or Cancel your Upcoming Assignments, Press ❷

- To review your assignments for the next 7 days, Press ❸
- To return to the previous menu, Press *

Aesop will now read off all the details of the assignment.

- To hear this again, Press ❷
- To cancel this assignment , Press ❸
- To listen to the next assignment, Press ❹
- To return to the Main Menu, Press ❻

To Review or Cancel a Specific Assignment, Press ❸

Aesop will ask you to enter the confirmation number.

- To cancel this assignment , Press ❸
- To listen to the next assignment, Press ❹
- To return to the Main Menu, Press ❻

ⓘ Please note that some options may not be available to you.

Available 24/7

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Find and Accept Assignments Online

Search for Assignments

1. Click the **Search for Assignments** tab on the action menu on the home page to see a list of all available jobs.

2. Click the **Details** link to view more information on the assignment. For multiple day assignments, Aesop will list the employee's name once and then all dates.

Accept or Reject Assignments

3. Click **Accept Assignment** if you would like to accept the job or **Reject Assignment** if you do not want to accept the job. If you reject the assignment, you will not be able to view it again later. Click **Cancel** to return to the Search for Assignments page.

4. You will receive a **Confirmation Number** when you have successfully accepted an assignment.

5. You can view any notes left by the employee or the district in the **Notes** section.

6. At this point, you can also access any attachments left for you by the district or the employee. Click on the attachment; in the File Download dialog box click **Open** or **Save**.

Your home page will automatically be updated with the newly-accepted assignment. The **Interactive Calendar** and the **Upcoming Assignments for the next 30 days** sections will reflect the new information.

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Add Non-Work Day

Click on **Add Non-Work Day** on the home page to indicate days or portions of days when you are unable to work.

For a single non-work day, select the date you will be unable to work. Enter a description if desired.

Adjust the **Start Time** and **End Time** if you will be unavailable for only a portion of the day.

You can use the **Repeat Event** feature if you have a recurring unavailability status.

1. Select the date for your first non-work day.

2. Fill in the Start and End Times.

3. Select the date for your last non-work day.

4. Check the box for the day(s) of the week that you will not be between your first and last non-work days.

5. Click **Save** to save your information, **Save and Add Another** to save your changes and create another non-work day, or **Cancel** if you do not wish to save the information.

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Tell Aesop When to Call

Select **Tell Aesop When to Call** on the home page to ask Aesop not to call during certain hours of the day or an entire day. These restrictions will repeat every week until you change or remove the restriction.

Select **Specify call times and** enter the start and end times for when you would like to receive calls. Then select the day(s) of the week for this time range.

Apply changes to save or click **Cancel** to return to the home page. The setting you created will repeat until changed.

Your new call time will appear on the schedule. If you wish to delete this time, click on the trash can next to the time.

To create another call time, select **Specify call times** again and repeat the process.

Select **Specify No Call Days** to choose days when you do not want Aesop to call you.

Select **I Prefer not to be called by Aesop** if you wish never to be called.

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Preferred Schools*

You can choose the school(s) where you are willing or unwilling to work.
Click **Preferred Schools** on the action menu of the home page.

First, determine how you want Aesop to use this list. In the header, you can choose to tell Aesop that you're creating a list of schools where you DO want to go or a list of schools where you DON'T want to go.

Then click **Apply Changes.**

Preferred Schools Header

Next, click the **Add Schools** link.

School Selection

Check the box under the Selected column next to the school(s) you wish to select.

Uncheck the days you do not wish this to apply (if necessary).

Click **Apply Changes** to save.

Click **View Current Schools** to view your list of preferred schools.

Choose Your Header Wisely

Remember, Aesop will use the schools on this list according to the way you set up the header from the first step above. For example, if the list contains one school, then that school is either 1) the only school where you **will** go, or 2) the only school where you **won't** go, depending on which option you selected in the header.

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XIV. PESG Contacts

Please refer to the following list when contacting PESG.

Occurrence	Use	PESG Contact
Address change – Email	Primary communication with PESG.	misupport@contractsubs.com
Address change – Postal	For payroll and mailings.	payroll@contractsubs.com
Beneficiary changes	401(k) beneficiaries.	benefits@contractsubs.com
Benefits	Inquiries, changes, termination of benefit selections.	benefits@contractsubs.com
Email	Primary communication with PESG.	Include in first (1st) paragraph of email to PESG: First Name Last Name Last 4 digits of your SSN Description of request
Employment kit	Questions regarding completion of employment requirements.	misupport@contractsubs.com
Employment status changes	To initiate a LOA.	misupport@contractsubs.com
Name change	Upon receipt of a new Social Security card.	payroll@contractsubs.com
Payroll questions	Errors to payroll or general questions.	payroll@contractsubs.com
Tax withholding	Changes to tax withholding.	payroll@contractsubs.com
Termination requests	Terminating your employment.	misupport@contractsubs.com

General Contact Information:

Website Information: www.subpass.com
General Email Inquiry: misupport@contractsubs.com

Michigan Office Location:

Home Office:
POB 50, 6307 84th St SE, S-D
Caledonia MI 49316

Phone: 616-891-0509
Toll Free 1-866-SUBPASS (782-7277)
Fax: 616-891-9009

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XV. PESG, LLC 401(k) Plan Summary Plan Description

The following pages of this manual contain the PESG 401(K) Summary Plan Description.

INTRODUCTION TO YOUR PLAN

What kind of Plan is this?

PESG, LLC 401(k) Plan ("Plan") has been adopted to provide you with the opportunity to save for retirement on a tax-advantaged basis. This Plan is a type of qualified retirement plan commonly referred to as a 401(k) Plan. As a participant under the Plan, you may elect to contribute a portion of your compensation to the Plan. In addition, the Employer may make contributions to the Plan on your behalf.

What information does this Summary provide?

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

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

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

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

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A. ARTICLE I PARTICIPATION IN THE PLAN

1. How do I participate in the Plan?

If you are a leased employee, you are only entitled to participate in the Plan for the following contribution types, provided you satisfy the eligibility and Entry Date requirements for that contribution type:

All Contributions

If you are a reclassified employee (an employee who was previously not treated as an employee of the Employer but you are reclassified as being an employee), you are only entitled to participate in the Plan for the following contribution types, provided you satisfy the eligibility and Entry Date requirements for that contribution type:

All Contributions

Provided you are not an Excluded Employee, you may begin participating under the Plan once you have satisfied the eligibility requirements and reached your Entry Date, except as indicated above for leased and reclassified employees. The following describes Excluded Employees, if any, the eligibility requirements and Entry Dates that apply. You should contact the Plan Administrator if you have questions about the timing of your Plan participation.

Elective Deferrals

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

See "Additional Excluded Employee provisions" below at the end of this question section for special provisions that may apply in determining who is an Excludable Employee.

Eligibility Conditions. You will be eligible to participate for purposes of elective deferrals when you have completed 1 Hours of Service within the 2 month time period following your date of hire. If you do not complete 1 Hours of Service within the 2 month time period of employment, then you will have satisfied the service requirement if you are credited with a Year of Service. However, you will actually participate for purposes of elective deferrals once you reach the Entry Date as described below.

Entry Date. For purposes of elective deferrals, your Entry Date will be the first day of the month coinciding with or next following the date you satisfy the eligibility requirements.

Matching Contributions

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

See "Additional Excluded Employee provisions" below at the end of this question section for special provisions that may apply in determining who is an Excludable Employee.

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Eligibility Conditions. You will be eligible to participate for purposes of matching contributions when you have completed one (1) Year of Service. However, you will actually participate in matching contributions once you reach the Entry Date as described below.

Entry Date. For purposes of matching contributions, your Entry Date will be the first day of the month coinciding with or next following the date on which you satisfy the eligibility requirements.

Nonelective Contributions

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

See "Additional Excluded Employee provisions" below at the end of this question section for special provisions that may apply in determining who is an Excludable Employee.

Eligibility Conditions. You will be eligible to participate for purposes of nonelective contributions when you have completed one (1) Year of Service. However, you will actually participate in nonelective contributions once you reach the Entry Date as described below.

Entry Date. For purposes of nonelective contributions, your Entry Date will be the first day of the month coinciding with or next following the date on which you satisfy the eligibility requirements.

Additional Excluded Employee provisions

Exclude Employees of Benefit Management Administrators, Inc. and employees of Benefit Advisor Group, LLC for purposes of All Contributions. See the Plan Administrator for additional information if you are not sure if this affects you.

2. How is my service determined for purposes of Plan eligibility?

Year of Service. You will have completed a Year of Service if, at the end of your first twelve months of employment with the Employer, you have been credited with at least 1,000 Hours of Service. If you have not been credited with 1,000 Hours of Service by the end of your first twelve months of employment, you will have completed a Year of Service at the end of any following Plan Year during which you were credited with 1,000 Hours of Service.

Hour of Service. The Plan does not credit you with your actual Hours of Service. Instead the Plan uses the monthly "equivalency" method.

Under the equivalency method stated above, you will be credited with the stated number of Hours of Service for the period from the following list provided you complete at least one Hour of Service during the specified period:

10 Hours of Service for each day - (daily method)
45 Hours of Service for each week - (weekly method)
95 Hours of Service for each semi-monthly payroll period - (semi-monthly payroll period method)
190 Hours of Service for each month - (monthly method)

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3. What service is counted for purposes of Plan eligibility?

Service with the Employer. In determining whether you satisfy the minimum service requirements to participate under the Plan, all service you perform for the Employer will be counted.

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

4. What happens if I'm a participant, terminate employment and then I'm rehired?

If you are no longer a participant because of a termination of employment, and you are rehired, then you will be able to participate in the Plan on the date on which you are rehired if you are otherwise eligible to participate in the Plan.

B. ARTICLE II EMPLOYEE CONTRIBUTIONS

1. What are elective deferrals and how do I contribute them to the Plan?

Elective deferrals. As a participant under the Plan, you may elect to reduce your compensation by a specific percentage or dollar amount and have that amount contributed to the Plan on a pre-tax basis as an elective deferral. Your taxable income is reduced by the deferral contribution so you pay less in federal income taxes (however, the amount you defer is still counted as compensation for purposes of Social Security taxes). Later, when the Plan distributes the deferrals and earnings, you will pay the taxes on those deferrals and the earnings. Therefore, federal income taxes on the deferral contributions and on the earnings are only postponed. Eventually, you will have to pay taxes on these amounts.

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

Deferral modifications. You may revoke or make modifications to your salary deferral election in accordance with procedures that the Employer provides. See the Plan Administrator for further information.

Annual dollar limit. Your total deferrals in any taxable year may not exceed a dollar limit which is set by law. The limit for 2009 is $16,500. After 2009, the dollar limit may increase for cost-of-living adjustments.

Deferrals limited by nondiscrimination testing. In addition to the annual dollar limit just described, the law requires testing of the deferrals to ensure that deferrals by HCEs do not exceed certain limits. If you are a highly compensated employee (generally more than 5% owners or individuals receiving wages in excess of certain amounts established by law), a distribution of amounts attributable to your elective deferrals or certain excess contributions may be required to comply with the law. The Plan Administrator will notify you if and when a distribution of deferrals is required.

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Catch-up contributions. If you are at least age 50 or will attain age 50 before the end of a calendar year, then you may elect to defer additional amounts (called "catch-up contributions") to the plan for that year. The additional amounts may be deferred regardless of any other limitations on the amount that you may defer to the plan. The maximum "catch-up contribution" that you can make in 2009 is $5,500. After 2009, the maximum may increase for cost-of-living adjustments. Any "catch-up contributions" that you make will be taken into account in determining any Employer matching contribution made to the Plan.

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

If you are in more than one plan, you must decide which plan or arrangement you would like to return the excess. If you decide that the excess should be distributed from this Plan, you must communicate this in writing to the Administrator no later than the March 1st following the close of the calendar year in which such excess deferrals were made. However, if the entire dollar limit is exceeded in this Plan or any other plan the Employer maintains, then you will be deemed to have notified the Administrator of the excess. The Plan Administrator will then return the excess deferral and any earnings to you by April 15th.

Automatic Deferral. Effective June 1, 2006, the Plan includes an automatic deferral feature. Accordingly, the Employer will automatically withhold a portion of your compensation from your pay each payroll period and contribute that amount to the Plan as an elective deferral unless you make a contrary election.

- **Application to all Participants.** The automatic deferral provisions apply to all participants, regardless of any prior salary reduction agreement, unless and until they make a contrary election after the automatic deferral effective date.

Automatic deferral provisions. The following provisions apply as to automatic deferrals:

- The amount to be automatically withheld from your pay each payroll period will be equal to 3% of your compensation, and that amount will continue to be automatically withheld from your pay in succeeding Plan years unless the Employer amends the Plan or you enter a salary reduction agreement.
- You may enter a salary reduction agreement at any time to select an alternative deferral amount or to elect not to defer under the Plan.

Contact the Plan Administrator if you have any questions concerning the application of this automatic deferral provision.

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2. What are rollover contributions?

Rollover contributions. At the discretion of the Plan Administrator, if you are an eligible employee, you may be permitted to deposit into the Plan distributions you have received from other plans and certain IRAs. Such a deposit is called a "rollover" and may result in tax savings to you. You may ask the Administrator or Trustee of the other plan or IRA to directly transfer (a "direct rollover") to this Plan all or a portion of any amount that you are entitled to receive as a distribution from such plan. Alternatively, if you received a distribution from a prior plan, you may elect to deposit any amount eligible to be rolled over within 60 days of your receipt of the distribution. You should consult qualified counsel to determine if a rollover is permitted and in your best interest.

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

C. ARTICLE III EMPLOYER CONTRIBUTIONS

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

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

Matching Contribution.

The Employer may make a discretionary matching contribution equal to a uniform percentage or dollar amount of your elective deferrals each Plan Year. Each year, the Employer will determine the formula for the discretionary matching contribution.

The Plan will match catch-up deferrals in the same manner as such matching applies to pre-tax deferrals.

If any related employers (related to the employer by common ownership) elect to participate in the Plan, the employees of those related employers may become participants. If this occurs, the related employers' matching contributions to the Plan will be made based on the same formula as applies to the employer. Any matching contribution made by a related employer will be allocated among all employees participating in the plan, regardless of which employer they work for.

Allocation conditions. In order to share in the matching contribution for a Plan Year, you must satisfy the following conditions:

- If you are employed on the last day of the Plan Year, you will share regardless of the amount of service you complete during the Plan Year.

Waiver of allocation conditions

You will share in the matching contribution for the year you terminate employment regardless of the amount of service you complete during the Plan Year if you terminate on or following your death or disability.

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2. What is the Employer nonelective contribution and how is it allocated?

Nonelective contribution. Each year, the Employer may make a discretionary nonelective contribution to the Plan. Your share of any contribution is determined below.

If any related employers (related to the employer by common ownership) elect to participate in the Plan, the employees of those related employers may become participants. If this occurs, the related employers' nonelective contributions to the Plan will be made based on the same formula as applies to the employer.

Allocation conditions. In order to share in the nonelective contribution you must satisfy the following conditions:

> If you are employed on the last day of the Plan Year, you will share regardless of the amount of service you complete during the Plan Year.

Waiver of allocation conditions

You will share in the nonelective contribution for the year you terminate employment regardless of the amount of service you complete during the Plan Year if you terminate on or following your death or disability.

Your share of the contribution. The nonelective contribution will be "allocated" or divided among participants eligible to share in the contribution for the Plan Year.

Your share of the nonelective contribution is determined by the following fraction:

$$\text{Nonelective Contribution} \times \frac{\text{Your Compensation}}{\text{Total Compensation of All Participants Eligible to Share}}$$

> For example: Suppose the profit sharing contribution for the Plan Year is $20,000. Employee A's compensation for the Plan Year is $25,000. The total compensation of all participants eligible to share, including Employee A, is $250,000. Employee A's share will be:
>
> $$\$20{,}000 \times \frac{\$25{,}000}{\$250{,}000} \quad \text{or} \quad \$2{,}000$$

If any related employers (related to the employer by common ownership) elect to participate in the Plan, the employees of those related employers may become participants. If this occurs, the related employers' nonelective contributions to the Plan will be allocated based on the same method as applies to the employer. Any nonelective contribution made by a related employer will be allocated among all employees participating in the plan, regardless of which employer they work for.

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3. What are forfeitures and how are they allocated?

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

Allocation of forfeitures. Forfeitures will be allocated as follows:

- Forfeitures may first be used to pay any administrative expenses.
- Forfeitures will be used to reduce the Employer Match then Employer Nonelective Contributions.

D. ARTICLE IV COMPENSATION AND ACCOUNT BALANCE

1. What compensation is used to determine my Plan benefits?

Elective Deferrals

Definition of compensation. Compensation is defined as your total compensation that is subject to income tax and paid to you by the Employer. Amounts paid to you after you terminate employment may or may not be included as compensation for plan allocations as described below. If you are a self-employed individual, your compensation will be equal to your earned income. The following describes the adjustments to compensation that may apply for the contribution(s) noted above.

Adjustments to compensation. No adjustments will be made to compensation for purposes of elective deferrals.

- elective deferrals to this Plan and to any other plan or arrangement (such as a cafeteria plan) will be included.

Matching Contributions

Definition of compensation. Compensation is defined as your total compensation that is subject to income tax and paid to you by the Employer. Amounts paid to you after you terminate employment may or may not be included as compensation for plan allocations as described below. If you are a self-employed individual, your compensation will be equal to your earned income. The following describes the adjustments to compensation that may apply for the contributions noted above.

Adjustments to compensation. The following adjustments to compensation will be made for purposes of matching contributions:

- elective deferrals to this Plan and to any other plan or arrangement (such as a cafeteria plan) will be included.
- compensation paid while not a participant in this component of the Plan will be excluded.

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Nonelective Contributions

Definition of compensation. Compensation is defined as your total compensation that is subject to income tax and paid to you by the Employer. Amounts paid to you after you terminate employment may or may not be included as compensation for plan allocations as described below. If you are a self-employed individual, your compensation will be equal to your earned income. The following describes the adjustments to compensation that apply for the contributions noted above.

Adjustments to compensation. The following adjustments to compensation will be made for purposes of nonelective contributions:

- elective deferrals to this Plan and to any other plan or arrangement (such as a cafeteria plan) will be included.
- compensation paid while not a participant in this component of the Plan will be excluded.

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

The Plan, by law, cannot recognize annual compensation in excess of a certain dollar limit. The limit for the Plan Year beginning in 2009 is $245,000. After 2009, the dollar limit may increase for cost-of-living adjustments.

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

Generally, the law imposes a maximum limit on the amount of contributions including elective deferrals that may be made to your account and any other amounts allocated to any of your accounts during the Plan Year, excluding earnings. Beginning in 2009, this total cannot exceed the lesser of $49,000 or 100% of your annual compensation (as limited under the previous question). After 2009, the dollar limit may increase for cost-of-living adjustments.

4. How is the money in the Plan invested?

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

Participant direction of investments. You will be able to direct the investment of your entire interest in the Plan. The Plan Administrator will provide you with information on the investment choices available to you, the procedures for making investment elections, the frequency with which you can change your investment choices and other important information. You need to follow the procedures for making investment elections and you should carefully review the information provided to you before you give investment directions. If you do not direct the investment of your applicable Plan accounts, then your accounts will be invested in accordance with the default investment alternatives established under the Plan. These default investments

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will be made in accordance with specific rules under which the fiduciaries of the Plan, including the Employer, the Trustee and the Plan Administrator, will be relieved of any legal liability for any losses resulting from the default investments. The Plan Administrator has or will provide you with a separate notice which details these default investments and your right to switch out of the default investment if you so desire.

The Plan is intended to comply with Section 404(c) of ERISA (the Employee Retirement Income Security Act). If the Plan complies with this Section, then the fiduciaries of the Plan, including the Employer, the Trustee and the Plan Administrator, will be relieved of any legal liability for any losses which are the direct and necessary result of the investment directions that you give. Procedures must be followed in giving investment directions. If you fail to do so, then your investment directions need not be followed. If you do not direct the investment of your applicable Plan accounts, your accounts will be invested in accordance with the default investment alternatives established under the Plan.

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

5. Will Plan expenses be deducted from my account balance?

The Plan will pay some or all Plan related expenses except for a limited category of expenses which the law requires the employer to pay. The category of expenses which the Employer must pay are known as "settlor expenses." Generally, settlor expenses relate to the design, establishment or termination of the Plan. See the Plan Administrator for more details. The expenses charged to the Plan may be charged pro rata to each Participant in relation to the size of each Participant's account balance or may be charged equally to each Participant. In addition, some types of expenses may be charged only to some Participants based upon their use of a Plan feature or receipt of a plan distribution. Finally, the Plan may charge expenses in a different manner as to Participants who have terminated employment with the Employer versus those Participants who remain employed with the Employer.

E. ARTICLE V VESTING

1. What is my vested interest in my account?

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

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

- elective deferrals including catch-up contributions
- rollover contributions

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Vesting schedules. Your "vested percentage" for certain Employer contributions is based on vesting Years of Service. This means at the time you stop working, your account balance attributable to contributions subject to a vesting schedule is multiplied by your vested percentage. The result, when added to the amounts that are always 100% vested as shown above, is your vested interest in the Plan, which is what you will actually receive from the Plan. You will always, however, be 100% vested if you are employed on or after your Normal Retirement Age or if you terminate employment on account of your death, or if you terminate employment as a result of becoming disabled.

If you have completed an Hour of Service in a Plan Year beginning after December 31, 2006, then your "vested percentage" in your account attributable to nonelective contributions is determined under the following schedule.

Vesting Schedule
Nonelective Contributions

Years of Service	Percentage
Less than 2	0%
2	20%
3	40%
4	60%
5	80%
6	100%

Your "vested percentage" in your account attributable to matching contributions is determined under the following schedule.

Vesting Schedule
Matching Contributions

Years of Service	Percentage
Less than 2	0%
2	20%
3	40%
4	60%
5	80%
6	100%

2. How is my service determined for vesting purposes?

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

Hour of Service. The Plan does not credit you with your actual Hours of Service. Instead the Plan uses the monthly "equivalency" method.

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Under the equivalency method stated above, you will be credited with the stated number of Hours of Service for the period from the following list provided you complete at least one Hour of Service during the specified period:

10 Hours of Service for each day - (daily method)
45 Hours of Service for each week – (weekly method)
95 Hours of Service for each semi-monthly payroll period – (semi-monthly payroll period method)
190 Hours of Service for each month – (monthly method)

3. What service is counted for vesting purposes?

Service with the Employer.

In calculating your vested percentage, all service you perform for the Employer will generally be counted.

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

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

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

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

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

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

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

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

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

- The Employer may be required to make a contribution on your behalf in order to provide you with at least "top-heavy minimum benefits."
- If you are a participant in more than one Plan, you may not be entitled to "top-heavy minimum benefits" under both Plans.

F. ARTICLE VI DISTRIBUTIONS PRIOR TO TERMINATION OF EMPLOYMENT

1. Can I withdraw money from my account while working?

In-service distributions. You may be entitled to receive an in-service distribution. However, this distribution is not in addition to your other benefits and will therefore reduce the value of the benefits you will receive at retirement. This distribution is made at your election subject to possible administrative limitations on the frequency and actual timing of such distributions. You may withdraw amounts from accounts for rollover contributions at any time.

Conditions and Limitations. Generally you may receive a distribution from certain accounts prior to termination of employment provided you satisfy any of the following conditions:

- you have attained age 59 1/2. Satisfying this condition allows you to receive distributions from elective deferrals.

Additional in-service distribution conditions:

Attainment of Normal Retirement Age for purposes of All Contributions.

G. ARTICLE VII DISTRIBUTIONS UPON TERMINATION OF EMPLOYMENT

1. When can I get money out of the Plan?

You may receive a distribution of the vested portion of some or all of your accounts in the Plan when you terminate employment with the Employer. The rules regarding the payment of death benefits to your beneficiary are described in the Article in this SPD entitled "Distributions upon Death."
As to the possibility of receiving a distribution while you are still employed with the Employer, see the Article in this SPD entitled "Distributions Prior to Termination of Employment."

Military Service. If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with the Employer. There may also be benefits for employees who die or become disabled while on active duty. Employees who receive wage continuation payments while in the military may benefit from law changes effective in 2009. If you think you may be affected by these rules, ask the Plan Administrator for further details.

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Termination and distribution before Normal Retirement Age (or age 62 if later)

If your vested account balance exceeds $5,000, your consent is required to distribute your account before you reach Normal Retirement Age (or age 62 if later). You may elect to have your vested account balance distributed to you as soon as administratively feasible following your termination of employment. (See the question entitled "In what method and form will my benefits be paid to me?" below for an explanation of the method of payment.)

If you terminate employment with a vested account balance exceeding $5,000, you may elect to postpone your distribution until your "required beginning date" described below.

If your vested account balance does not exceed $5,000, a distribution of your vested account balance will be made to you, regardless of whether you consent to receive it, as soon as administratively feasible following your termination of employment. (See the question entitled "In what method and form will my benefits be paid to me?" below for an explanation of the method of payment.)

If you terminate employment because of disability (as defined in the Plan), or you incur a disability after you terminate employment, you may elect an earlier distribution of your account.

Amounts in your rollover account will not be considered as part of your benefit in determining whether the $5,000 threshold for timing of payments described above has been exceeded as well as for determining if the value of your vested account balance exceeds the $5,000 threshold used to determine whether you must consent to a distribution.

Automatic Rollover of Certain Account Balances. If your vested account balance does not exceed $5,000, the Plan will distribute your account without your consent. If the amount of the distribution exceeds $1,000 and you do not elect to either receive or roll over the distribution, the law requires that your distribution be directly rolled over to an IRA. See "Automatic Rollover of Certain Account Balances" in the Article in this SPD entitled "Tax Treatment of Distributions."

Distribution on or after Normal Retirement Age (or age 62 if later)

If you terminate employment with the Employer and will receive distribution on or after the later of age 62 or Normal Retirement Age, the Plan will distribute your account without your consent. The distribution will occur as soon as administratively feasible at the same time described above for other pre-62/Normal Retirement Age distributions not requiring your consent, but in any event distribution will be made no later than 60 days after the end of the Plan Year in which you terminate employment. Notwithstanding the foregoing, if your vested account balance exceeds $5,000 (including rollover contributions), you may elect to postpone your distribution until your "required beginning date" described below.

2. What is Normal Retirement Age and what is the significance of reaching Normal Retirement Age?

You will attain your Normal Retirement Age when you reach age 65.

You will become 100% vested in all of your accounts under the Plan (assuming you are not already fully vested) if you are employed on or after your Normal Retirement Age.

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3. What happens if I terminate employment due to disability?

Definition of disability.

Under the Plan, disability is defined as the inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve months. The permanence and degree of such impairment must be supported by medical evidence. The Plan Administrator may require that your disability be determined by a licensed physician.

If you terminate employment on account of disability or incur a disability after you terminate, you may elect an earlier distribution of your account than the Plan otherwise would permit following a non-death related termination of employment.

4. In what method and form will my benefits be paid to me?

Termination and distribution before Normal Retirement Age (or age 62 if later)

If you terminate employment and will receive a distribution before the later of age 62 or Normal Retirement Age and your vested account balance does not exceed $5,000, then your vested account balance may only be distributed to you in a single lump-sum payment in cash.

If you terminate employment and will receive a distribution before the later of age 62 and Normal Retirement Age and your vested account balance exceeds $5,000, you may elect to receive a distribution of your vested account balance in:

- a single lump-sum payment in cash

In determining whether your vested account balance exceeds the $5,000 dollar threshold, "rollovers" (and any earnings allocable to "rollover" contributions) will not be taken into account.

Distribution on/after Normal Retirement Age (or age 62 if later)

If you terminate employment and will receive distribution on or following the attainment of the later of age 62 or Normal Retirement Age, and your vested account balance, (including rollovers) does not exceed $5,000, you will receive distribution in the form of a single lump-sum payment in cash. If your balance exceeds $5,000, you may elect to receive distribution as described above relating to termination before the later of age 62 and Normal Retirement Age. In determining whether your vested account balance exceeds the $5,000 dollar threshold, "rollovers" (and any earnings allocable to "rollover" contributions) will be taken into account.

Delaying distributions/required beginning date. If described above, you may delay the distribution of your vested account balance. However, if you elect to delay the distribution of your vested account balance, there are rules that require that certain minimum distributions be made from the Plan. If you are a 5% owner, distributions are required to begin no later than the April 1st following the end of the year in which you reach age 70 1/2. If you are not a 5% owner, distributions are required to begin no later than the April 1st following the later of the end of the year in which you reach age 70 1/2 or terminate employment. You should see the Plan Administrator if you think you may be affected by these rules.

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H. ARTICLE VIII DISTRIBUTIONS UPON DEATH

1. What happens if I die while working for the Employer?

If you die while still employed by the Employer, then 100% of your account balance will be used to provide your beneficiary with a death benefit.

2. Who is the beneficiary of my death benefit?

You may designate a beneficiary of your Plan account on a form provided to you for this purpose by the Plan Administrator. If you do not designate a beneficiary, your account will be distributed as described below under "No beneficiary designation." If you are married, your spouse has certain rights to the death benefit. You should immediately report any change in your marital status to the Plan Administrator.

Married Participant. If you are married at the time of your death, your spouse will be the beneficiary of the entire death benefit unless you designate in writing a different beneficiary. IF YOU WISH TO DESIGNATE A BENEFICIARY OTHER THAN YOUR SPOUSE, YOUR SPOUSE MUST IRREVOCABLY CONSENT TO WAIVE ANY RIGHT TO THE DEATH BENEFIT. YOUR SPOUSE'S CONSENT MUST BE IN WRITING, BE WITNESSED BY A NOTARY OR A PLAN REPRESENTATIVE AND ACKNOWLEDGE THE SPECIFIC NON-SPOUSE BENEFICIARY.

Changes to designation.

If, with spousal consent as required, you have designated someone other than your spouse as beneficiary and now wish to change your designation, see the Plan Administrator for details. In addition, you may elect a beneficiary other than your spouse without your spouse's consent if your spouse cannot be located. A divorce decree or decree of legal separation automatically revokes your designation of your spouse or former spouse as your beneficiary under the Plan unless a Qualified Domestic Relations Order provides otherwise. You should complete a form to make a new beneficiary designation if a divorce decree or decree of legal separation is issued. See the Plan Administrator for details if you think you may be affected by this provision.

Unmarried Participant. If you are not married, you may designate a beneficiary of your choosing.

No beneficiary designation. If, at the time of your death, you have not designated a beneficiary or the individual named as your beneficiary is not alive, then the death benefit will be paid in the following order of priority to:

First to the Participant's surviving spouse, if the Participant was married at time of death; but if there is no surviving spouse, then to the Participant's surviving children in equal shares; if the Participant has no surviving children, then distribution will be made to Participant's estate.

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3. How will the death benefit be paid to my beneficiary?

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

- a single lump-sum payment in cash

4. When must the last payment be made to my beneficiary (required minimum distributions)?

The law generally restricts the ability of a retirement plan to be used as a method of deferring taxation for an unlimited period beyond the participant's life. Thus, there are rules that are designed to ensure that death benefits are distributable to beneficiaries within certain time periods. The application of these rules depends upon whether you die before or after your "required beginning date" as described above under "Delaying distributions/required beginning date."

Death before required beginning date.

Regardless of the method of distribution a beneficiary might otherwise be able to elect, if your designated beneficiary is a person (other than your estate or certain trusts), then minimum distributions of your death benefit must begin by the end of the calendar year which follows the year of your death and must be paid over a period not extending beyond your beneficiary's life expectancy. If your spouse is the sole beneficiary, your spouse may delay the start of payments until the year in which you would have attained age 70 1/2. However, instead of a life expectancy based distribution, your designated beneficiary may elect to have the entire death benefit paid by the end of the fifth year following the year of your death. Generally, if your beneficiary is not a person, then your entire death benefit must be paid within five years after your death.

Death after required beginning date.

If you die on or after your required beginning date, regardless of the method of distribution a beneficiary might otherwise be able to elect, payment must be made over a period which does not exceed the greater of the beneficiary's life expectancy or your remaining life expectancy (determined in accordance with applicable life expectancy tables and without regard to your actual death). If your beneficiary is not a person, your entire death benefit must be paid over a period not exceeding your remaining life expectancy (determined in accordance with applicable life expectancy tables and without regard to your actual death).

5. What happens if I terminate employment, commence payments and then die before receiving all of my benefits?

Your beneficiary will be entitled to your remaining vested interest in the Plan at the time of your death. See the Plan Administrator for more information regarding the timing and method of payments that apply to your beneficiary.

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I. ARTICLE IX TAX TREATMENT OF DISTRIBUTIONS

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

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

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

Rollover. As to most types of distributions, you may defer the tax due on your distribution by rolling the distribution over to an IRA or other plan. A hardship distribution, a required minimum distribution and certain other distribution types are not eligible for rollover. There are two types of rollovers.

60-day rollover. You may roll over all or a portion of the distribution to an Individual Retirement Account or Annuity (IRA) or another employer retirement plan willing to accept the rollover. This will result in no tax being due until you begin withdrawing funds from the IRA or other qualified employer plan. The rollover of the distribution, however, MUST be made within strict time frames (normally, within 60 days after you receive your distribution). A distribution which may be rolled over but which you do not directly roll over (see below) will be subject to mandatory federal income tax withholding at a rate of 20%. This will reduce the amount you actually receive. For this reason, if you wish to roll over all or a portion of your distribution amount, the direct rollover option described below would be the better choice.

Direct rollover. For most distributions, you may request that a direct rollover (sometimes referred to as a direct transfer) of all or a portion of a distribution be made to either an Individual Retirement Account or Annuity (IRA) or another employer retirement plan willing to accept the rollover. A direct rollover will result in no tax being due until you withdraw funds from the IRA or other employer plan.

Automatic Rollover of Certain Account Balances

If a mandatory distribution is being made to you before the later of age 62 or Normal Retirement Age and your vested account balance does not exceed $5,000 (disregarding any rollover contribution), the Plan will distribute your vested portion in a single lump-sum payment in cash. However, you may elect whether to receive the distribution or to roll over the distribution to another retirement plan such as an individual retirement account ("IRA"). At the time of your termination of employment, the Plan Administrator will provide you with further information regarding your distribution rights. If the amount of the distribution is more than $1,000 (including any rollover contribution) and you do not elect either to receive or to roll over the distribution, the Plan automatically will roll over the distribution to an IRA. The IRA provider will invest the rollover funds in a type of investment designed to preserve principal and to provide a reasonable rate of return and liquidity (e.g., an interest-bearing account, a certificate of deposit or a money market fund). The IRA provider will charge your account for any expenses

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associated with the establishment and maintenance of the IRA and with the IRA investments. In addition, your beneficiary designation under the Plan, if any, will not apply to the rollover IRA. The IRA's terms will control in establishing a designated beneficiary under the IRA. You may transfer the IRA funds, at any time and without cost, to any other IRA you choose. You may contact the Plan Administrator at the address and telephone number indicated in this SPD for further information regarding the Plan's automatic rollover provisions, the IRA provider and the fees and charges associated with the IRA.

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

J. ARTICLE X LOANS

1. Is it possible to borrow money from the Plan?

No. Loans are not permitted from the Plan.

K. ARTICLE XI PROTECTED BENEFITS AND CLAIMS PROCEDURES

1. Are my benefits protected?

As a general rule, your interest in your account, including your "vested interest," may not be alienated. This means that your interest may not be sold, used as collateral for a loan, given away or otherwise transferred (except at death to your beneficiary). In addition, generally your creditors may not attach, garnish or otherwise interfere with your account.

2. Are there any exceptions to the general rule?

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

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

3. Can the Employer amend the Plan?

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

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4. What happens if the Plan is discontinued or terminated?

Although the Employer intends to maintain the Plan indefinitely, the Employer reserves the right to terminate the Plan at any time. Upon termination, no further contributions will be made to the Plan and all amounts credited to your accounts will become 100% vested. The Employer will direct the distribution of your accounts in a manner permitted by the Plan as soon as practicable. You will be notified if the Plan is terminated.

5. How do I submit a claim for Plan benefits?

Benefits will be paid to you and your beneficiaries without making a formal claim. However, if you think an error has been made in determining your benefits, then you or your beneficiaries may make a request for any Plan benefits to which you believe you are entitled. Any such request should be in writing and should be made to the Plan Administrator.

If the Plan Administrator determines the claim is valid, then you will receive a statement describing the amount of benefit, the method or methods of payment, the timing of distributions and other information relevant to the payment of the benefit.

6. What if my benefits are denied?

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

In the case of a claim for disability benefits, if disability is determined by a physician (rather than relying upon a determination of disability for Social Security purposes), then instead of the above, the Plan Administrator will provide you with written or electronic notification of the Plan's adverse benefit determination within a reasonable period of time, but not later than 45 days after receipt of the claim by the Plan. This period may be extended by the Plan for up to 30 days, provided that the Plan Administrator both determines that such an extension is necessary due to matters beyond the control of the Plan and notifies you, prior to the expiration of the initial 45-day period, of the circumstances requiring the extension of time and the date by which the Plan expects to render a decision. If, prior to the end of the first 30-day extension period, the Plan Administrator determines that, due to matters beyond the control of the Plan, a decision cannot be rendered within that extension period, the period for making the determination may be extended for up to an additional 30 days, provided that the Plan Administrator notifies you, prior to the expiration of the first 30-day extension period, of the circumstances requiring the extension and the date as of which the plan expects to render a decision. In the case of any such extension, the notice of extension will specifically explain the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues, and you will be afforded at least 45 days within which to provide the specified information.

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The Plan Administrator's written or electronic notification of any adverse benefit determination must contain the following information:

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

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

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

(d) Appropriate information as to the steps to be taken if you or your beneficiary wants to submit your claim for review.

(e) In the case of disability benefits where disability is determined by a physician:

(i) If an internal rule, guideline, protocol, or other similar criterion (collectively "rule") was relied upon in making the adverse determination, either the specific rule or a statement that such rule was relied upon in making the adverse determination and that a copy of that rule will be provided to you free of charge upon request.

(ii) If the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances, or a statement that such explanation will be provided to you free of charge upon request.

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

7. What is the claims review procedure?

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

(a) YOU MUST FILE THE CLAIM FOR REVIEW NO LATER THAN 60 DAYS AFTER YOU HAVE RECEIVED WRITTEN NOTIFICATION OF THE DENIAL OF YOUR CLAIM FOR BENEFITS.

HOWEVER, IF YOUR CLAIM IS FOR DISABILITY BENEFITS AND DISABILITY IS DETERMINED BY A PHYSICIAN, THEN INSTEAD OF THE ABOVE, YOU MUST FILE THE CLAIM FOR REVIEW NO LATER THAN 180 DAYS FOLLOWING RECEIPT OF NOTIFICATION OF AN ADVERSE BENEFIT DETERMINATION.

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

(c) You may review all pertinent documents relating to the denial of your claim and submit any issues and comments, in writing, to the Plan Administrator.

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

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

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In addition to the claims review procedure above, if your claim is for disability benefits and disability is determined by a physician, then:
(a) Your claim will be reviewed without deference to the initial adverse benefit determination and the review will be conducted by an appropriate named fiduciary of the Plan who is neither the individual who made the adverse benefit determination that is the subject of the appeal, nor the subordinate of such individual.
(b) In deciding an appeal of any adverse benefit determination that is based in whole or part on medical judgment, the appropriate named fiduciary will consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment.
(c) Any medical or vocational experts whose advice was obtained on behalf of the Plan in connection with your adverse benefit determination will be identified, without regard to whether the advice was relied upon in making the benefit determination.

(d) The health care professional engaged for purposes of a consultation under (b) above will be an individual who is neither an individual who was consulted in connection with the adverse benefit determination that is the subject of the appeal, nor the subordinate of any such individual.

The Plan Administrator will provide you with written or electronic notification of the Plan's benefit determination on review. The Plan Administrator must provide you with notification of this denial within 60 days after the Administrator's receipt of your written claim for review, unless the Plan Administrator determines that special circumstances require an extension of time for processing your claim. If the Plan Administrator determines that an extension of time for processing is required, written notice of the extension will be furnished to you prior to the termination of the initial 60-day period. In no event will such extension exceed a period of 60 days from the end of the initial period. The extension notice will indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the determination on review. However, if claim relates to disability benefits and disability is determined by a physician, then 45 days will apply instead of 60 days in the preceding sentences. In the case of an adverse benefit determination, the notification will set forth:

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

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

(c) A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits.
(d) In the case of disability benefits where disability is determined by a physician:

(i) If an internal rule, guideline, protocol, or other similar criterion (collectively "rule") was relied upon in making the adverse determination, either the specific rule or a statement that such rule was relied upon in making the adverse determination and that a copy of that rule will be provided to you free of charge upon request.

(ii) If the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances, or a statement that such explanation will be provided to you free of charge upon request.

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If you have a claim for benefits which is denied, then you may file suit in a state or Federal court. However, in order to do so, you must file the suit no later than 180 days after the date of the Plan Administrator's final determination denying your claim.

8. What are my rights as a Plan participant?

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

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

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

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

(d) Obtain a statement telling you whether you have a right to receive a pension at Normal Retirement Age and, if so, what your benefits would be at Normal Retirement Age if you stop working under the Plan now. If you do not have a right to a pension benefit, the statement will tell you how many years you have to work to earn a right to a pension. THIS STATEMENT MUST BE REQUESTED IN WRITING AND IS NOT REQUIRED TO BE GIVEN MORE THAN ONCE EVERY TWELVE (12) MONTHS. The Plan must provide this statement free of charge.

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

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

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

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

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

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

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

L. ARTICLE XII GENERAL INFORMATION ABOUT THE PLAN

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

Plan Name

The full name of the Plan is PESG, LLC 401(k) Plan.

Plan Number

The Employer has assigned Plan Number 002 to your Plan.

Plan Effective Dates

This Plan was originally effective on June 1, 2006. The amended and restated provisions of the Plan become effective on June 1, 2006.

Other Plan Information

Valuations of the Plan assets are made annually on the last day of the Plan Year. In addition, valuations of all contributions are made every business day. The Plan Administrator also may require more frequent valuations.

The Plan's records are maintained on a twelve-month period of time. This is known as the Plan Year. The Plan Year ends on December 31st, except for the short Plan Year which begins on June 1, 2006 and ends on December 31, 2006.

The Plan and Trust will be governed by the laws of the state of the Employer's principal place of business to the extent not governed by federal law.

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

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

Employer Information
The Employer's name, address, business telephone number and identification number are:

PESG, LLC
6307 84th St. SE, Suite B
Caledonia, Michigan 49316
616-891-1984
20-2733146

The Plan allows other employers to adopt its provisions. You or your beneficiaries may examine or obtain a complete list of employers, if any, who have adopted the Plan by making a written request to the Plan Administrator.

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

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

Plan Trustee Information and Plan Funding Medium
All money that is contributed to the Plan is held in a trust fund. The Trustee is responsible for the safekeeping of the trust fund and must hold and invest Plan assets (unless the investment of assets is subject to Participant or other direction) in a prudent manner and in the best interest of you and your beneficiaries. The trust fund established by the Plan's Trustee(s) will be the funding medium used for the accumulation of assets from which benefits will be distributed. While all the Plan assets are held in a trust fund, the Administrator separately accounts for each Participant's interest in the Plan. If there is more than one Trustee, they will collectively be referred to as Trustee throughout this Summary Plan Description.

The name and address of the Plan’s Trustee is:

Capital Bank and Trust Company
6455 Irvine Center Drive
Irvine, California 92618

The business telephone number for the Plan's Trustee is:

800-421-9900

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