



Online School for Girls

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CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Top Hat Plan Exemption
Employee Benefits Security Administration
Room N-1513
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, Inc., D.C. 20210

2013 JUN 12 PM 3:34
U.S. MAIL

Re: Top Hat Plan Sponsored By Online School for Girls Inc.

Dear Sir or Madam:

In accordance with the alternative method of compliance with the reporting and disclosure requirements for top hat plans set forth in Department of Labor Regulation Section 2520.104-23, Online School for Girls Inc. (the "Plan Sponsor") hereby states as follows:

The Plan Sponsor, located at the address set forth above, has adopted the Online School for Girls Inc. Section 457(b) Deferred Compensation Plan (the "Plan"). The Plan has been adopted for one individual who is a member of a select group of management or highly compensated employees of the Plan Sponsor. The Plan Sponsor's EIN is 27-0417089.

Upon request of the Department of Labor, the Plan Sponsor will furnish the Department with a copy of the Plan, as required by Section 104(a)(1) of ERISA.

Very truly yours,

ONLINE SCHOOL FOR GIRLS INC.

By: Cathy Murphy, Online School for Girls
Board of Trustees President

Date: June 25, 2013

7303 River Road
Bethesda, Maryland 20817
301.842.4674

ONLINE SCHOOL FOR GIRLS INC.
SECTION 457(b) DEFERRED COMPENSATION PLAN

This Section 457(b) Deferred Compensation Plan ("Plan") is established by Online School for Girls Inc. (the "School"), effective as of July 1, 2013.

WHEREAS, the School is a tax-exempt entity described in Section 457(e)(1)(B) of the Internal Revenue Code ("Code"), and wishes to establish an eligible deferred compensation arrangement described in Section 457(b) of the Code; and

WHEREAS, the Board of Trustees ("Board") of the School has authorized the adoption of such an eligible deferred compensation arrangement.

NOW, THEREFORE, the School hereby adopts the Plan, which shall be governed by the following provisions:

1. **Eligibility**. Any employee of the School who, from time to time, is determined by the School to be a member of "a select group of management or highly compensated employees" within the meaning of Section 301(a)(3) of ERISA, and who is designated by the School as eligible to participate, shall become a participant hereunder ("Participant") as of the date specified by the School. As of the effective date of the Plan, the Executive Director, Brad Rathgeber, is the sole participant.

2. **Deferral Account**. The School shall establish an account ("Deferral Account") for the benefit of each Participant, to which School and Participant contribution credits shall be allocated, as described in Paragraph 4. The Deferral Account shall be for accounting purposes only and shall not require the segregation of any assets by the School to formally fund such Deferral Account.

3. **Salary Deferral Agreement**. A Participant may elect to make deferrals to the Plan by completing a salary deferral agreement and submitting it to the School prior to the first day of any month on or after July 1, 2013. Deferrals shall commence in accordance with the rules and procedures established by the School from time to time, but in no event before the first day of the month after the School receives a properly executed salary deferral agreement from the Participant.

4. **Amount of Deferred Compensation**.

(a) **School Contributions**. From time to time, the School may allocate to the Participant's Deferral Account, as described in Paragraph 2, a contribution credit in an amount determined by the School in its sole discretion (subject to the limits of Section 4(d) below). The School's contribution credits need not be uniform among Participants, and the School is under no obligation to make any contribution credits for any Participant.

(b) **Participant Contributions.** Subject to the provisions of this Paragraph 4, a Participant may elect, by executing a salary deferral agreement, to have the School reduce his or her annual compensation, and credit amounts to the Plan on his or her behalf equal to the amount of the deferral set forth in such salary deferral agreement. All deferrals shall be credited to a Participant's Deferral Account as soon as administratively practicable.

(i) **Modifications to Amount Deferred.** Subject to such procedures and within such time periods as may be established by the School from time to time, a Participant may change deferrals with respect to compensation not yet paid or made available by submitting a new, properly executed salary deferral agreement to the School. Such change shall take effect in accordance with the rules and procedures established by the School from time to time, but no earlier than the first day of the month following receipt by the School of the properly executed salary deferral agreement from the Participant. Modifications (other than a revocation of participation as provided in Paragraph 4(b)(ii) below) are subject to the overall limitations on amounts that may be credited, as set forth in Paragraph 4(d).

(ii) **Revocation of Deferral.** A Participant may revoke his or her deferrals in accordance with such procedures as may be established by the School from time to time. The Participant's full compensation on a non-deferred basis will then be restored within such time period as may be established by the School, but no earlier than the first day of the month following receipt of written notice by the School from the Participant. Notwithstanding a revocation under this Paragraph 4(b)(ii), the Participant's benefits under the Plan shall be paid only as provided in Paragraph 5.

(iii) **Duration of Deferral Election.** Once a deferral election has been made by the Participant, the election shall continue in effect until the Participant's "severance from employment" (within the meaning of Section 457(d)(1)(A)(ii) of the Code) unless the Participant modifies the deferral election in accordance with Paragraph 4(b)(i) or revokes the deferral election in accordance with Paragraph 4(b)(ii).

(c) **Investment.** The School shall establish a separate investment account, titled in the name of the School, with respect to each Participant's Deferral Account. The School shall deposit in such investment account an amount equal to each contribution credited to the Participant's Deferral Account under Paragraphs 4(a) and 4(b), within a reasonable amount of time after such contributions are credited. The School shall permit the Participant to direct the investment of the assets in such separate account and the School shall credit or debit the Participant's Deferral Account with amounts equal to the actual earnings or losses (net of any associated expenses) of such investment account. Notwithstanding the foregoing, a Participant's right to the assets of such account shall be no greater than that of any general unsecured creditor of the School.

(d) **Maximum Amount to be Credited.**

(i) For any calendar year, the maximum amount that may be credited to a Participant's Deferral Account shall not exceed the lesser of the "applicable dollar amount" under Section 457(b)(2)(A) of the Code, or one hundred percent (100%) of the Participant's "includible compensation," as defined in Section 457(e)(5) of the Code, for the taxable year.

(ii) Notwithstanding the limitation described in Paragraph 4(d)(i), in accordance with Section 457(b)(3) of the Code, for each of the last three (3) calendar years ending before a Participant's attainment of age 65, the maximum amount that may be credited for the Participant shall be the lesser of: (1) twice the "applicable dollar amount" under Section 457(b)(2)(A) of the Code, or (2) the sum of (A) the primary limitation amount determined under Paragraph 4(d) for the current year, and (B) that portion of the primary limitation amount not utilized in prior taxable years in which the Participant was eligible to participate in the Plan. The catch-up limitation is available to the Participant during one (1) three (3)-year period only.

(e) **Participation in More Than One Eligible Plan.** If a Participant participates in more than one eligible deferred compensation arrangement, the maximum amount credited under all such eligible deferred compensation arrangements shall not exceed the limitations described in Paragraphs 4(d)(i) and 4(d)(ii) above.

(f) **Vesting.** The Participant shall at all times be fully vested in all amounts credited to his or her Deferral Account.

5. Payment.

(a) (i) Except as provided in Section 5(a)(ii), upon the Participant's "severance from employment" (within the meaning of Section 457(d)(1)(A)(ii) of the Code) with the School other than as a result of death, payment to the Participant of his or her Deferral Account shall be made or shall commence on the ninetieth (90th) day following severance from employment with the School.

(ii) Notwithstanding Section 5(a)(i), a Participant may choose to postpone commencement of payment for up to five (5) years following severance from employment (but not later than permitted by the minimum distribution requirements of Sections 401(a)(9) and 457(d)(2) of the Code). However, (i) the election must be made no later than sixty (60) days following severance from employment, and (ii) the election shall become irrevocable on the sixtieth (60) day following severance from employment. If such an election is not made within sixty (60) days following severance from employment, payments shall be made or shall commence on the ninetieth (90th) day following severance from employment.

(b) A Participant may elect to receive payments in either of the following forms, provided however (i) that the election must be made at least thirty (30)

days before payments are due to commence, and (ii) the election shall become irrevocable on the thirtieth (30th) day before payments are due to commence:

(i) Single, lump sum payment.

(ii) Up to five (5) annual installments (with each installment determined by dividing the value of the Participant's Deferral Account by the number of installments remaining to be paid), with the first installment being paid on the payment date determined under this Section 5, and the remaining installments being paid on the anniversary thereof.

If such an election is not made within thirty (30) days before payments are due to commence, distribution shall be made in a single lump sum.

(c) Notwithstanding any contrary provision of the Plan, no amounts shall be payable under the Plan before the earlier of the Participant's severance from employment or death, and all amounts payable under the Plan shall comply with the minimum distribution requirements of Sections 401(a)(9) and 457(d)(2) of the Code, which impose limitations on the maximum period over which payments may be made.

6. Death. In the event the Participant dies before payment of the full amount of his or her Deferral Account, the School shall pay an amount equal to the remaining amount of the Participant's Deferral Account to the Participant's designated beneficiary. Payment shall be made as soon as practicable following the Participant's death in a single, lump sum payment. The Participant may designate a beneficiary hereunder, in writing, on a form provided by the School. Such designation shall be effective upon receipt by the School. The Participant shall have the right to change any such beneficiary in the same manner as provided above for the initial designation, and any such change shall be deemed to revoke all prior designations. In the event the Participant fails to designate a beneficiary, or if no designated beneficiary survives the Participant, the Participant's Deferral Account shall be payable to the Participant's surviving spouse, or if none, to the Participant's estate.

7. Incapacity of Participant; Payment to Minor or Incompetent.

(a) If the School shall find that the Participant or beneficiary is unable to care for his or her affairs because of illness or accident, any payment due (unless a prior claim therefor shall have been made by a duly appointed guardian, committee or other legal representative) may be paid to any person deemed by the School to be responsible for the care of such person. Any such payment shall be a complete discharge of the liabilities of the School to make such payment under this Plan.

(b) If any person to whom a payment is due under this Plan is a minor, the School shall have the right to cause the payments becoming due to such person to be made to any parent, guardian, custodian, relative or such other person then assuming responsibility for the care of his or her benefit, without responsibility of the School to see

to the application of such payments, and such payments will constitute a complete discharge of the liabilities of the School with respect thereto.

8. Location of Participants and Beneficiaries. Any communication, statement, or notice addressed to the Participant (or a beneficiary) at his or her last post office address filed with the School, or if no such address was filed with the School, then at his or her last post office address as shown on the School's records, shall be binding on the Participant (or her beneficiary) for all purposes of this Plan. Except for the sending of a letter by certified mail to the last known address, the School shall not be obliged to search for the Participant (or the beneficiary). If the School notifies the Participant (or beneficiary) that he or she is entitled to an amount under the Plan, and the Participant (or beneficiary) fails to claim such amount or make his or her location known to the School within five years, then, except as otherwise required by law, all amounts payable hereunder shall be forfeited to the School and neither the Participant or beneficiary shall have any further right to payments under this Plan.

9. Authority Over Plan.

(a) The School shall have full power and discretion to administer and interpret the Plan and the School's actions with respect hereto shall be final and conclusive for all persons for all purposes, except as provided in Paragraph 10. The School shall not be liable to any person for any action taken or omitted in connection with its responsibilities, rights and duties under the Plan unless attributable to willful misconduct or lack of good faith.

(b) With respect to matters hereunder pertaining to participation by the Executive Director, the School shall exercise its powers through the Board. With respect to matters hereunder pertaining to participation by any School employee other than the Executive Director, the School shall exercise its powers through the Executive Director.

10. Claims Procedure.

(a) To obtain a benefit under the Plan, the Participant (including, for purposes of this Paragraph 10, a beneficiary or beneficiaries, if applicable) shall apply for such benefit by filing a claim with the School on a form or forms prescribed by the School. If no form or forms have been prescribed, a claim for benefits shall be made in writing to the School setting forth the basis for the claim. The Participant shall furnish the School with such documents, evidence, data, or information in support of such claim, as the School considers necessary or desirable.

(b) If a claim for benefits under the Plan is denied, either in whole or in part, the School shall advise the Participant in writing of the amount of the benefit, if any, and the specific reasons for the denial. The School shall also furnish the Participant at that time with a written notice containing:

(i) A specific reference to pertinent provisions of the Plan on which the denial is based;

(ii) A description of any additional material or information necessary for the Participant to perfect his or her claim, if possible, and an explanation of why such material or information is needed;

(iii) An explanation of the Plan's claim review procedures; and

(iv) A statement that the Participant has the right to bring an action under Section 502(a) of ERISA following an adverse benefit determination upon review.

The written notice of claim denial shall be provided to the Participant within a reasonable period of time, but not more than ninety (90) days after receipt of the claim by the School, unless special circumstances require an extension of time for processing the claim, in which case the School shall provide a written notice of such extension to the Participant before the expiration of the initial ninety (90) day period. In no event shall such extension exceed ninety (90) days from the end of such initial period.

(c) Within sixty (60) days of receipt of the information described in Paragraph 10(b) above, the Participant shall, if he or she desires further review, file a written request for reconsideration with the Board. So long as the Participant's request for review is pending, the Participant or his or her duly authorized representative shall be provided, upon request and free of charge, reasonable access to, and copies of, all relevant documents, records and information. The Participant may also submit comments, records and other relevant information to the Board.

(d) A final and binding decision shall be made by the Board within sixty (60) days of the filing by the Participant of the request for reconsideration; provided, however, that if the Board, in its discretion, believes that a hearing with the Participant or representative present is necessary or desirable, this period may be extended an additional sixty (60) days. The Board's decision shall be final and binding upon the Participant (and any other person claiming through the Participant), and shall be written in a manner calculated to be understood by the Participant. Such writing shall include specific reasons for the decision with specific references to the relevant Plan provisions on which the decision is based, and it shall provide that the Participant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the Participant's claim for benefits, and shall contain a statement that the Participant has the right to bring an action under Section 502(a) of ERISA.

11. Obligation to be Unsecured. It is understood and agreed that the School's obligations under the Plan shall not be secured in any manner. Neither the Participant nor any beneficiary shall be deemed to have any property interest, legal or

equitable, in any asset of the School and neither the Participant's right to his or her benefit nor any other beneficiary's right to benefits under the Plan shall be greater than, nor shall it have any preference or priority over, the rights of any unsecured general creditor of the School.

12. Amendments.

(a) The Board shall have the right to amend the Plan at any time to any extent that it may deem advisable, subject to the requirements of applicable law and provided that any such amendment shall not decrease any Deferral Account balance accrued as of the date of the amendment. Any amendment of the Plan shall be set forth in an instrument in writing. Amendments may be made in the form of written resolutions or by a separate written document and shall be adopted pursuant to action by the Board (including pursuant to any standing authorization for any officer, Trustee or subcommittee to adopt amendments) in accordance with its applicable procedures, including, where applicable, by majority vote or consent in writing.

(b) In accordance with Section 1.457-10(a) of the Treasury Regulations, the Board may amend the Plan to eliminate future deferrals. In addition, the Board may terminate the Plan and distribute Deferral Accounts to Participants (or beneficiaries, if applicable) as soon as administratively practicable after termination of the Plan.

13. Nonguarantee of Employment. Nothing contained in the Plan shall be construed as a contract of employment between the School and a Participant, or as a right of a Participant to be continued in the employment of the School, or as a limitation of the right of the School to discharge a Participant with or without cause, at any time.

14. Severability. In case any provision of the Plan shall be held illegal or void, such illegality or invalidity shall not affect the remaining provisions of the Plan, but shall be fully severable, and the Plan shall be construed and enforced as if said illegal or invalid provisions had never been inserted herein.

15. Gender; Headings. For all purposes of the Plan, where the context admits, words in one gender shall include the other gender, the singular shall include the plural, and the plural shall include the singular. Headings of sections are inserted only for convenience of reference and are not to be considered in the construction of the Plan.

16. Controlling Law. The Plan shall be construed according to the laws of the State of Maryland other than the conflict of laws principles thereof, except to the extent superseded by ERISA.

17. Taxes. All taxes of any kind due from a Participant or beneficiary as a result of benefits paid or accrued under the Plan shall be the sole responsibility of the Participant or beneficiary. The School shall have the right to withhold any payments due

a Participant or beneficiary hereunder or otherwise if necessary to fulfill its tax withholding obligation, if any.

18. Alienation or Encumbrance. No payments, benefits or rights under the Plan shall be subject in any manner to anticipation, sale, transfer, assignment, mortgage, pledge, encumbrance, charge or alienation by a Participant or beneficiary, except to the extent provided under a qualified domestic relations order accepted by the School in accordance with Section 1.457-10(c) of the Treasury Regulations.

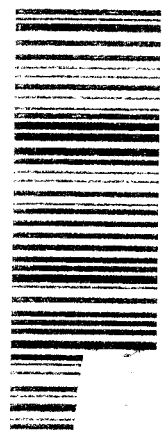
IN WITNESS WHEREOF, the School hereby adopts the Plan, effective as of July 1, 2013.

ONLINE SCHOOL FOR GIRLS INC.

By: Cathy Murphy, *Online School for Girls*
Board of Trustees, President

Date: June 25, 2013

FROM: Quinn School for the Deaf
7303 Race Road
Bethesda, MD 20814



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