



Agreement
1st Financial Federal Credit Union
The City of St. Louis Treasurer's Office

College Kids Children's Savings Account Program

This Agreement ("Agreement") is made on September 28, 2015 ("Effective Date"), between 1st Financial Federal Credit Union ("1st Financial"), headquartered in 1232 Wentzville Parkway, Wentzville, MO 63385, and The City of St. Louis Treasurer's Office ("STLTO"), with offices at St. Louis City Hall, 1200 Market St # 220, St. Louis, MO 63103.

General Information

The City of St. Louis Treasurer's Office ("STLTO") is committed to increasing financial literacy among city residents. As part of this initiative, the STLTO has developed a comprehensive Program to promote college savings and financial literacy for the city's schoolchildren and families through **College Kids** Children's Savings Account Program (Program). The purpose of the Program is to provide all children enrolled in St. Louis Public Schools and St. Louis City charter schools in the city limits with a savings account for postsecondary education, thereby increasing the accessibility of postsecondary education for our citizens, as well as provide access to banking resources for unbanked and under banked citizens.

All matters relating to the Program will be under the general supervision of STLTO. This Program Description and all supplements provide important information about the Program. The Program rules are subject to change at any time. Notification will be provided of any changes to the Program Rules. For updated information about the **College Kids** Program please visit the Program website at www.stlofe.org/collegekids.

The Treasurer's Office College Savings Account Program Committees

As part of the College Kids Children's Savings Account Plan, a 12-member Committee was created in order to provide fundraising support as well as advice on banking, education, and financial literacy.

The Committee consists of the following members:

- I. St. Louis City Treasurer (or designee)
- II. St. Louis City Mayor (or designee)
- III. St. Louis City Comptroller (or designee)

- IV. 1st Financial Credit Union representative (*or designee*)
- V. St. Louis Public School Superintendent (*or designee*)
- VI. Missouri Public Charter School Association Executive Director (*or designee*)
- VII. A representative of a higher education institution location within St. Louis City (*selected by the St. Louis City Treasurer's Office Executive Team*)
- VIII. A member of the foundation and nonprofit community (*selected by the St. Louis City Treasurer's Office Executive Team*)
- IX. A member of a faith based institution within St. Louis City (*selected by the St. Louis City Treasurer's Office Executive Team*)
- X. A representative of the research community within St. Louis City (*selected by the St. Louis City Treasurer's Office Executive Committee*)
- XI. Two appointees by the Board of Aldermen. One appointee must be a parent of a student attending a St. Louis Public School and one appointee must be a parent of a student attending a St. Louis public charter School. These appointees shall serve two year terms commencing on June 1st, and shall not serve beyond their term unless reappointed. The STLTO reserves the right to reallocate the number of parents as the total attendance may change between charter and traditional schools. This reappointment will only be completed when an appointee has finished his or her term.

Vacancies in the Committee shall be filled in the same manner they were originally filled.

Core Program Committee

Additionally, a core Program committee will meet more frequently to discuss the structure and progress of the Program. The core Program committee consists of:

- I. St. Louis City Treasurer
- II. A representative from 1st Financial Federal Credit Union
- III. A representative from Wells Fargo
- IV. A representative from St. Louis Public Schools
- V. A representative/school leader from a St. Louis Charter School
- VI. Director, Office of Financial Empowerment, Treasurer's Office
- VII. Chief of Staff/Deputy Chief of Staff, Treasurer's Office
- VIII. Assistant Treasurer, Treasurer's Office
- IX. Program Coordinator, College Kids CSA

Program Overview

I. A deposit only savings account, held at 1st Financial, will be automatically established the year in which each eligible student enters kindergarten to be used for qualifying post-secondary education expenses.

II. STLTO shall be the custodial owner of the accounts, and the students shall be designated as beneficiaries.

III. The STLTO will provide a digital signature and sign an annual Agreement of Digital Signature and Online Statement Receipt, allowing 1st Financial to use their digital signature solely for the purpose of opening the custodial accounts.

IV. An initial one-time deposit of \$1 shall be made by the STLTO into the first college savings account opened. This will serve as the STLTO's membership share. All other college savings accounts will be opened with a \$0 balance.

V. Accounts shall grow through deposits from family, student, and outside private or public contributions.

VI. The Program will be reviewed annually by the Administration. An annual report will be generated from Outcomes Tracker by the Program Coordinator and posted on the STLTO website.

Participation and Eligibility

I. An eligible student is a child who is a first time enrolled kindergarten student as of October 31st of each year. Students must be enrolled in a St. Louis City Public School or a public charter school located within the city limits of St. Louis City.

II. Families who do not wish to participate in the Program have the option to submit the correct form to the Program Coordinator no later than December 31st to opt out.

III. Appeals of Program eligibility may be made by written correspondence to the Program Committee within 90 days of the account opening date for that particular year.

IV. Any eligible student who is not automatically enrolled in the Program can apply to be included by filling out the correct form and submitting verification of attendance and enrollment in kindergarten at a St. Louis City Public School or a public charter school located within the limits of St. Louis City no later than January 31 of the eligible school year.

V. If a participant stops attending a St. Louis City Public School or a public charter school located within the city limits, they have the option to keep the account open or close the account. If the account is open, the family may continue to contribute to that fund. Any Program and non-Program funds accumulated to the transfer date will not be forfeited. The STLTO will not contribute any funds during the time the student is not enrolled in an eligible school. If the student returns to an eligible school, the STLTO will contribute to the fund if the child qualifies for any incentive programs.

College Savings Account

I. A deposit only savings account, held at 1st Financial, is established the

year in which each eligible student enters kindergarten. The STLTO will make a one-time \$50 contribution of program funds to the student's VistaShare account at Lindell Bank.

II. In efforts to open the deposit savings account, STLTO will provide 1st Financial with send information including: student first name, last name, student address, telephone number, student identification number, birthday, and school name ("student account information"). 1st Financial is strictly prohibited from using student account information for any purposes outside of managing student accounts.

III. The STLTO may, in its sole discretion, make additional Program deposits, such as earned incentives, and other adjustment deposits as may be necessary for overall Program management. Incentives, such as savings matches and other donor directed deposits, shall be provided only if money is raised and available.

IV. Students entering a qualifying school and participating grade level after October 31st are permitted to open a College Kids account and need to submit the correct form to the Program Coordinator for review. Participants entering the Program after this date will not receive the initial seed deposit of \$50 but will be eligible to participate in matches and incentives offered thereafter.

Participant Deposits

I. Parents/Guardians and others are able to make deposits to an account at any 1st Financial Federal Credit Union branch, or any credit union in the shared branch network, in person or by Electronic Funds Transfer (EFT). The EFT can be a onetime payment or a recurring payment. An account card with a preprinted account number will be distributed to each student with their welcome packet.

II. Checks and money orders should be made out to the student with STLTO and account number noted in the memo section.

III. The maximum amount of non-Program funds that can be deposited annually (those by depositors other than STLTO) is \$2,500. The maximum allowable amount of non-Program fund deposits over the life of the account is \$50,000. Participants will be notified by the Program coordinator from the STLTO once they meet either threshold.

IV. The Program does not accept deposits that place conditions on account beneficiaries or the Program that are in addition to the terms and conditions of the Program as outlined in the Program Description.

V. All contributions to an account must be cash equivalent contributions in U.S. dollars. All contributions made in credit union branches of our banking partner, will be subject to their rules and regulations regarding acceptable forms of deposits.

VI. Anyone can contribute to a beneficiary's account regardless of their relationship to the beneficiary; however, if a contribution is made by someone who does not hold legal guardian status for the beneficiary, they (1) cannot control how their contribution is managed, (2) will have no future control over the use of their contribution, and (3) will have no recourse through the Program to withdraw or redirect their contribution.

VII. No dividends will be paid on program and/or non-Program contributions.

Withdrawals

I. With the exception of unforeseen financial emergencies, withdrawals may only be made for qualifying postsecondary education expenses by completing the correct form. The Program Coordinator will make the decision whether an expense is qualified. Decisions may be appealed with written correspondence to the Program Committee within 90 days of the Program Coordinator's decision.

II. In the event of a financial emergency or unforeseen circumstance, the student and/or parent/guardian may submit a *nonqualified use withdrawal request* using the correct form to the Program Coordinator for review. If approved, only non-Program funds may be withdrawn.

III. If a student completes their postsecondary education and does not use all funds in their account, any non-Program funds contributed to the account can be withdrawn. However, any funds donated by or to the STLTO for the purpose of the Program will not be disbursed and will remain the sole property of the STLTO.

IV. Withdrawals from the account must be made prior to the student reaching the age of twenty one (21), with special accommodations for students who serve in national service programs (such as the United States Military or AmeriCorps.)

V. When the beneficiary turns 21 or the account has been opened for 15 years and there has been no activity on the account for more than one year, the credit union will close the account and send a check in the amount of the balance of the account, made payable to the Treasurer of the City of St. Louis for benefit of the named beneficiary, to the College Savings Account Coordinator for the City of St. Louis. Due process with MO State Unclaimed Property Division will be followed by the STLTO regarding non-Program funds remaining in accounts of beneficiaries over the age of 21. If there are no funds in the account, the account will be closed and notification will be sent to the College Savings Account Coordinator for the City of St. Louis.

Account Transfers to Other College Savings Vehicles

An account beneficiary's parent or legal guardian may transfer all of the account balance, including deposits made by the STLTO, incentive deposits, deposit adjustments, deposits made by other individuals, and earned growth match to another privately held college savings vehicle

each time the account reaches \$500 or more. Important restrictions apply to this account feature and include the following requirements.

- Transfers can only be made to college savings account products that are officially recognized as such in federal or state tax code. In most cases, rollovers will be to a privately held "529 Plan" or similarly tax advantaged college savings vehicle. The rollover amount must meet the target account's minimum deposit rules.
- Transfers can only be made to college savings vehicles that have as the named beneficiary the same child that was named as the beneficiary of the account.
- Once this transaction is complete, the account created by the STLTO will remain open and the participant will be eligible for future STLTO deposits or other matching or incentive deposits.

Account Balances

- I. There is no minimum account balance.
- II. Account balances will be available as current as the previous business day through the Outcomes Tracker online account portal, contingent upon a nightly download from 1st Financial into VistaShare.
- III. A quarterly paper version of the account statement can be requested with written correspondence to the Program Coordinator using the correct form. These quarterly paper account statements will be produced by the STLTO.
- IV. Funds held in accounts cannot be assigned or pledged as security for a loan. Any pledge of interest in an account will be of no force and effect.
- V. Each account is insured by the National Credit Union Administration (NCUA). NCUA insurance is provided for the individual beneficiary accounts held in trust by the STLTO. NCUA insurance limits and limitations are governed by NCUA regulations.
- VI. Deposits into the account are not insured nor guaranteed by the STLTO, other state agencies, federal government agencies (except to the extent noted above regarding NCUA insurance), or any employees or directors of any such entities.

Contributions to the Program

- I. Private funds, made through donors and foundations, will serve as incentives for families to make contributions into the accounts. Incentives may be earned by meeting certain financial

benchmarks with the accounts or by meeting certain academic benchmarks – both defined by the Program Committee.

II. All checks must be clear, in good order, and not dated more than 180 days old. The Program will not accept credit cards, debit cards, postdated checks, starter checks, counter checks, traveler's checks, checks drawn on nondomestic banks, or any other check deemed unacceptable by the Program.

Qualifying postsecondary Expenses

Postsecondary education includes a college, university, vocational school, and any two or four year degree program from an accredited institution.

This includes but is not limited to tuition, mandatory fees, books, supplies, and equipment required for enrollment or attendance, or for any other necessary cost of attending school, including travel to and from school. If a student has special needs, distributions can be used to pay for any accommodations that are required to make it possible to attend school. To assist students in gaining access to postsecondary education, funds may be used for postsecondary school application fees and fees for the ACT, SAT, and AP college entrance and placement exams prior to high school graduation. Participants must submit a Qualified Expense Withdrawal Form to the Program Coordinator to request disbursement of funds.

Expenses and Fees

There are no user fees associated with deposits, withdrawals, account management or any other transactions.

Contact Information

In order to communicate important news and updates regarding the Program it is important that Parents/Guardians update their contact information when changes occur using the online account portal. Contact information can be updated at the beginning of each school year when students enroll.

Other Legal and Administrative Information

Tax Considerations

Account beneficiaries/agents are encouraged to seek professional tax help to best understand their own personal circumstances as the Program is not authorized to provide legal, financial, or tax advice. The Office of Financial Empowerment provides a comprehensive list of Volunteer Income Tax Assistance organizations that may provide help.

Postsecondary Education – No Guarantee

The Program does not offer any guarantees regarding the future costs of postsecondary education or the ability of the account to cover these expenses for any beneficiary. The total amount of qualified higher education expenses incurred by a beneficiary may exceed the funds in their account. There is no guarantee that a beneficiary will be accepted to a postsecondary institution or that a beneficiary will be able to maintain attendance at or receive a degree from an eligible educational institution. The Program does not provide advice or assistance in applying to postsecondary institutions or calculating the costs of that attendance.

Transaction Timing

The Program makes all reasonable attempts to complete transactions and requests regarding accounts in a timely manner. Most requests received in good order during the Program's hours of operation (8:30 AM – 4:30 PM Monday through Friday) will usually be completed within three business days. However, the Program offers no guarantee regarding the timing of account setup, changes, withdrawals, confirmations, or other transactions. The Program does not guarantee that a transaction received on the last day the Program conducts business for that year will be complete on that day. Deposits will generally be recognized in the year in which the deposit is recognized by the Program's banking partner.

Special Considerations

In addition to rights expressly stated elsewhere in this Program Description, the Program reserves the right to:

- Reject a form that is:
 - o Not complete, or that has been superseded by an updated version of the form
 - o Dated with a signature more than 90 days old
 - o Signed by a person who does not hold Legal Guardian status for the named account beneficiary
- Freeze an account, close an account, or refuse, change, discontinue, or temporarily suspend account services, including accepting contributions and/or processing withdrawal requests, for any reason, including, without limitation:
 - o When the Program reasonably believes fraudulent, suspicious, or illegal activity may occur or has occurred
 - o When the Program has received reasonable notice of a dispute regarding the money in an account
 - o The Program's discovery that an account has been managed or accessed for purposes other than to save for the costs of postsecondary education
- Suspend the processing of withdrawal requests or postpone sending out the proceeds of a withdrawal request when banks are closed for any reason other than their usual weekend or holiday closings, when banking is restricted by the federal government, or under any emergency circumstances.

Death or Intellectual Incapacitation of an Account Beneficiary

In the event of the death or irreversible intellectual incapacitation of a named beneficiary, the beneficiary's estate or legal guardian will have the option to withdraw the account balance, less any deposits made by the STLTO, including the initial deposit and any match or incentive payments. Requests must be submitted in writing to the Program Coordinator and documentation of legal guardianship must be submitted along with request, as noted on the correct form.

Extraordinary Events

The Program and the STLTO are not liable for any loss to an account beneficiary caused directly or indirectly by changes in federal or state banking regulations; war; acts of terrorism; forces of nature; strikes; changes in federal law, state law, or tax law; or other conditions beyond their control.

Indemnification

Neither the Program, nor the STLTO or its officers, employees, or associated persons will indemnify an account beneficiary, or contributor to accounts against any damages, losses or other claims arising from their official or unofficial acts, whether negligent or otherwise. The Program uses reasonable procedures to confirm that transaction requests on accounts are genuine; However, the Program is not responsible for any losses arising from fraudulent or unauthorized instructions that it believes to be genuine. An account beneficiary/agent should keep information confidential and carefully monitor the account balance and overall status. If an account beneficiary/agent suspects fraudulent activity on their account, they should contact the Program Coordinator immediately.

Privacy Policy

The STLTO does not collect personally identifiable information about participants unless they choose to provide such information. Any personal information provided to the STLTO is protected by security practices. Non personal information related to visits to the Program's website may be automatically collected and temporarily stored. The STLTO does not disclose, give, sell or transfer any personal information without prior authorization or as required by law.

Security for State Funds

In accordance with the Missouri Revised Statute Section 30.270.1 in regards to *Security For Safekeeping of State Funds*, 1st Financial agrees to pledge securities for any deposits in relation to the Program over the NCUA insured amount of \$250,000 should an individual account.

Authorized signees for The City of St. Louis Treasurer's Office are:

- A. The Treasurer of the City of St. Louis
- B. The Assistant Treasurer of the City of St. Louis

Confidentiality Agreement

1st Financial and STLTO acknowledges that information concerning operations and members are proprietary in nature as well as subject to federal and state confidentiality laws and regulations. Confidential information includes but is not limited to student account information used to establish and maintain the accounts, any transaction related to the accounts, and any other information required to be confidential by local, state, or federal law (hereinafter "Confidential Information.") 1st Financial and STLTO will keep all such information strictly confidential and not disclose such information to any third parties in violation of applicable laws, including the Gramm-Leach Bliley Act (GLBA). 1st Financial and STLTO shall not disclose or use Confidential Information supplied to them by Customer for any purpose not expressly permitted by this Agreement. 1st Financial and STLTO shall limit the disclosure of Confidential Information supplied to them by Customer to the employees or contractors of 1st Financial and STLTO who have a need to know such Confidential Information for purposes of this Agreement, and who are, with respect to the Confidential Information of Customer bound in writing by confidentiality terms no less restrictive than those contained herein. The non-disclosure requirement of the Confidential Information set forth in this section shall be in full force and effect for such time that Customer maintains its confidentiality. 1st Financial and STLTO hereby acknowledges that the unauthorized disclosure or use of Confidential Information in breach of this section could cause Customer immediate, substantial, and irreparable harm. 1st Financial and STLTO therefore agrees that Customer will have the right to pursue any and all rights and remedies available at law and equity, including injunctive relief, for such a breach.

Monthly Statements

1st Financial agrees to provide a monthly electronic statement to STLTO including the total deposit amount, number of deposits, and withdrawals for all participating beneficiary accounts.

Each year, the current Treasurer will be required to sign an updated Agreement of Digital Signature and Online Statement Receipt form and agree to receive their monthly statement files electronically.

Termination and Risk Mitigation

This Agreement may be terminated by either party with notice in writing if the other is in material breach of the terms of this Agreement and has failed to remedy the breach (where the breach is capable of being remedied) within 90 days' notice in writing.

This Agreement may also be terminated by either party with 90 days' notice in writing if the other has caused severe reputation risk or financial hardship to the either.

STLTO or 1st Financial may terminate the Agreement upon the occurrence of any of the following events:

- A. Both parties agree the Program is not capable of achieving designated Program goals.
- B. The STLTO stops contributing to the Program or loses funding for the Program.

Consequences of Termination

In the event of termination, 1st Financial will work with STLTO to transfer all custodial accounts to a new participating financial institution or with the disbursement of account funds to the beneficiary recipients. Following the time of account closings, 1st Financial will no longer bear responsibility to open new savings accounts for students in the City of St. Louis School District, provide monthly statements to STLTO or deliver a nightly report regarding account balances. Termination shall not affect any accrued rights or liabilities of either party.

In the event of the termination of the Agreement under this section, STLTO and 1st Financial shall both ensure within the best of their ability that there is no disruption to providing service to participants in a professional and competent manner.

IN WITNESS WHEREOF, the Parties have caused this Participation Agreement to be executed by their duly authorized officers as of the date first above written.

1st Financial Federal Credit Union

By: Carol Minges

Name: Carol Minges

Title: Chief Executive Officer

The City of St. Louis Treasurer's Office

By: Tishaura O. Jones

Name: Tishaura O. Jones

Title: Treasurer

Glossary of Terms

529 Plans: A college savings plan sponsored by a state or state agency, restricted to postsecondary educational use. Funds are invested and plans vary by state in tax benefits and deposit limits and guidelines.

College Kids Savings Account (Account): Custodial savings account held at banking partner of the College Savings Account Program, opened on behalf of an eligible student (beneficiary). STLTO Treasurer is custodian of the account.

College Savings Account Program (Program): Program created to provide all St. Louis City Public and Charter school kindergartners with a savings account for postsecondary education.

Core Committee: Team members, office staff and community partners responsible for the structure, design, implementation and outreach of Program and ultimately, achievement of the goals of the CSA Program. Committee shall be created in order to provide fundraising support as well as advice on banking, education, and financial literacy. Committee hears appeals of Program eligibility as well as qualified expenses.

Eligible student: A resident of St. Louis City who is a first-time enrolled kindergarten student as of a census occurring on October 31st of each year within the St. Louis Public and Charter Schools.

Incentives: Private funds raised to serve as motivation and boosts for families to make contributions into the accounts. Incentives may be earned by meeting certain financial benchmarks with the accounts or by meeting certain academic benchmarks – both defined by the Program Committee.

Initial deposit: A one-time deposit of \$50 from the STLTO at the onset of the Program. This deposit is able to be used only for qualifying post-secondary education expenses.

Non-Program funds: Any funds deposited directly into a student account by a student, parent/guardian, or any other private source for the benefit of a particular student. These funds can be withdrawn for emergency purposes, up to three times for the life of the account.

On-line Account Portal: Parents/Guardians of beneficiaries will have access to manage their account information and track balances using the Outcome Tracker on-line account portal. Parents/Guardians of beneficiaries are asked to register for the on-line account portal upon receiving account information.

Post-secondary education: Any college, university, vocational school, and any two or four-year degree Program from an accredited educational institution.

Program Administrator: The St. Louis City employee responsible for overall management of the Program.

Program Funds: Money generated through fundraising efforts by the STLTO and deposited into student accounts. These funds can NOT be withdrawn for emergency purposes and are returned to the College Kids Program Funds Account to be redistributed to active account holders in the circumstance of the original participant not using funds for postsecondary education. (*needs tweaking--the wording of this one)

Qualifying post-secondary education expenses: Include, but are not limited to tuition, mandatory fees, books, supplies, and equipment required for enrollment or attendance, or for any other necessary cost of attending school. If a student has special needs, withdrawals can be used to pay for any accommodations that are required to make it possible for the student to attend school. Funds may be used for post-secondary school application fees and fees for the ACT, SAT, and AP college entrance and placement exams prior to high school graduation.

Shared branch network: System of credit unions that are able to accept deposits into accounts housed at other credit unions, at no charge to the customer/member.