



**Exhibit A
Statement of Work
Number 001**

Refund Processing

Prepared for:

Southeast Community College

Prepared by:

Union Bank & Trust Company
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STATEMENT OF WORK**NO. 001**

THIS STATEMENT OF WORK (the “SOW”) is made by and between Union Bank & Trust Co. (“Bank”) and Southeast Community College (“Customer”) pursuant to and in accordance with the Master Services Agreement between Bank and Customer dated Month Day, Year (the “Agreement”), and of which this SOW forms an integral part. The effective date of the Statement of Work (the “SOW Effective Date”) is the date last signed below.

Any terms in initial capital letters or all capital letters used as a defined term but not defined in this SOW shall have the meaning set forth in the Agreement. In the event of a conflict between this SOW and the Agreement, the terms of this SOW shall prevail and supersede any and all contradictory terms in the Agreement. In all other respects, this SOW is governed by the terms of the Agreement.

This SOW and the terms and conditions contained herein will be valid only if signed by Customer and returned to UBT within thirty (30) days of receipt.

This SOW shall outline the mutual understanding of the Parties with respect to the scope of the project. Pursuant to this SOW, the Parties agree to the following:

1. Description of the Services

UBT will provide to Customer the Services as described below.

1.1 Refund Processing Overview

Customer utilizes website entitled WebAdvisor to allow customer’s clients (SCC students) access to various services. An established link will be required within WebAdvisor to a new site titled UBTePort. Within UBTePort all SCC students will register with their Name and SCC Student identification number, and then select their refund payment method preference. The required link from the WebAdvisor site is used to strengthen the security level.

The options for refund payment method will be: payment by ACH credit to an existing bank or by ACH into a new Bank account. If payment by ACH to an existing bank is selected, Bank will gather the bank routing number and specific account number from the student as part of the UBTePort interview process. If payment into a new Bank account was selected the UBTePort interview process will continue with the routine questions required to open a new bank account and accompanying Visa debit card. Once documents are received, student will need to change their refund option to direct deposit and input their new Bank account number. If the student doesn’t select either option the default will be for Bank to issue a check to the address provided by the Customer. Bank will retain this account information for future payment processing. If a SCC student should change their refund payment method, the most current request would be utilized.

A second web site, UBT.com, will become available to students who utilized Bank for their personal account. This web site will link to Bank's online banking site where transactions can be viewed along with other pending or posted transactions. Additionally, mobile banking and personalized electronic alerts can be activated to alert account holders of credits posted or other specific activity as part of Bank's normal online banking features.

The individual bank accounts offered by Bank as part of this proposal is the Simply Free Checking account and the Union Savings account. Information regarding these accounts is available in our product brochures.

Once per academic quarter and once weekly as required, Customer will provide to Bank a refund file of all student refund payments to be processed. Bank will compare the refund file to its internal list of refund payment methods selected via UBT ePort. All electronic payments will be issued via ACH transactions and all remaining payments issued by paper check. This refund file list and refund payments processed will be reconciled by Bank to insure all items are paid.

1.2 Application Configuration Settings

The Service assumes the following configuration settings:

- File Transfer:
 - SFTP push from Customer to Bank for refund processing (encrypted)
 - Refund processing file built as a fixed length (.prn) file (appendix B)
- Payment Options:
 - ACH to existing Account
 - ACH to new UBT Account
 - Check (selection not present on web site)
- Reports:
 - Reports will be pushed through a secure ftp site to Customer and an email will be sent to designated individuals alerting them that reports are available
 - Exception Reports pdf format
 - All Refunds that were processed as checks
 - ACH returns processing
 - Manually entered checks due to lost or misplacement
 - Reconciliation Report

1.3 Project Assumptions

The following project assumptions apply to the Services to be provided by Bank to Customer.

- The project teams of both Parties will be responsible to share the appropriate information to complete the work outlined in this SOW.
- Customer will provide refund files to Bank that can readily be accessed in a format mutually agreed upon between the Parties.
- Customer has properly identified their clients (SCC students).
- Customer will be responsible for any further analysis and required action based on information provided in reports returned to Customer by Bank.

1.3 Data Retention

Customer transaction data will be retained on Bank's Database for five years.

1.4 Diagram of Process

Exhibit #1 is a diagram of the proposed process outlined in section 1.1 and agreed upon between both the Parties.

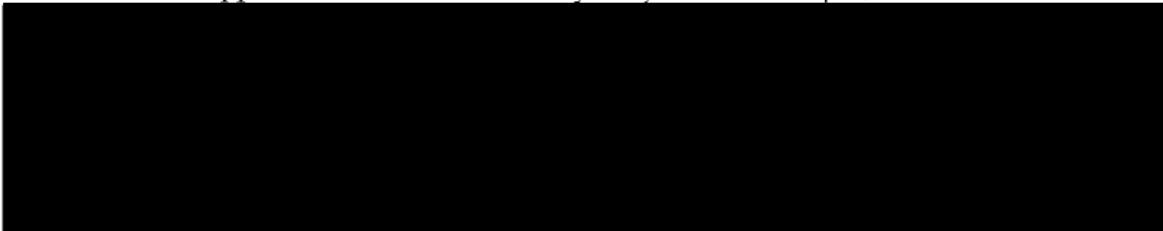
1.5 Schedule for Performance of Services

The Services outlined in this SOW are estimated to take six (6) weeks of development. Upon execution of this SOW, a requirement finalization meeting will be held between the Parties. Within five (5) business days following the meeting, Bank will provide the date the solution will be available for Client Acceptance Testing ("CAT"). Customer will have five (5) business days from the delivery date of the Services to Customer to perform CAT to ensure that it conforms in all material respects to the SOW. If Customer believes that the Services fail to conform, Customer shall provide Bank written notice setting forth in reasonable detail the reasons why the Services do not materially conform to this SOW. If the changes to the Services are within the original project scope, Bank will make the necessary change(s) in a reasonable period of time based on the complexity of the change(s). If after five (5) business days from receipt of the initial delivery of Services and/or five business days from receipt of the requested changes with no additional written change requests from Customer, the Services will be considered accepted by Customer.

1.6 Project Phases

The following project phases will be addressed in performance of the Services.

- A. Project Requirements Phase – The project requirements will be defined and documented. Business and technical requirements will be defined in detail to accomplish the work outlined. Areas include:
- Refund Processing Requirements
Create and approve UBTePort screen layouts, and refund options

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- Marketing Plan
Review marketing plan, marketing scheme and time frames for rollout to SCC students
 - Testing Requirements
Bank will test the refund processing solution using Bank's standard testing processes that will test ACH and Checking issuing as well as exception handling as it relates to original requirements. A pilot group will be identified for refund processing on April 28, 2009.

- Estimates and Duration of Work
- B. Design Phase – The project functional design will be defined and documented. The functions and associated components are outlined. During this phase, the requirements are validated and approved by Customer.
- C. Development Phase – The logical configuration and physical software development work is accomplished.
- D. Testing Environment – Engineering and functional testing are performed in a staging environment on Bank’s platform before the Services are moved to production.
- E. Deployment Phase – New code and provisioning are pushed to production on a specific date.

1.7 Responsibilities

The following roles are defined at a high level to ensure proper communications between the Parties

Union Bank & Trust Co.

- Development of the UBTePort process as agreed upon by Customer
- Processing of ACH payments
- Processing of Check payments
- Reconciliation of Settlement Account
- Handling of return ACH items due to inaccurate account number or closed accounts, which will be reissued in the form of a check
- Handling of reissued checks due to lost or misplaced refund payments
- Handling of checks outstanding greater than 90 days
- Assistance with marketing efforts to SCC students
- Assistance with addressing SCC student inquires as they relate to refund processing
- Any refunds that do not match Bank’s Database due to incomplete or inaccurate SCC student id’s and SSN will be issued a check
- OFAC check for all students contained within the refund file

Southeast Community College

- Secure Access to place UBTePort link on WebAdvisor Site
- A weekly file containing student information, including address, as well as refund amount in file specified in SOW
- Ownership of account to be used for clearing both ACH and checks as they are presented for payment
- Handling of return mail due to incomplete or inaccurate mailing addresses
- Assistance with addressing SCC student inquires as they relate to refund processing
- Escheatment of unclaimed checks outstanding greater than five years

Each Party is responsible for the accuracy and completeness of all information it provides. If information is incomplete or incorrect or if information is uncovered during the course of the project which could not be reasonably anticipated by the affected Party, any work required to

correct problems created by the use of such incomplete or inaccurate information or any additional work required by the discovery of such unanticipated information, shall be treated as a requested change to the scope of the work and subject to the change order procedure.

2. Service Acceptance

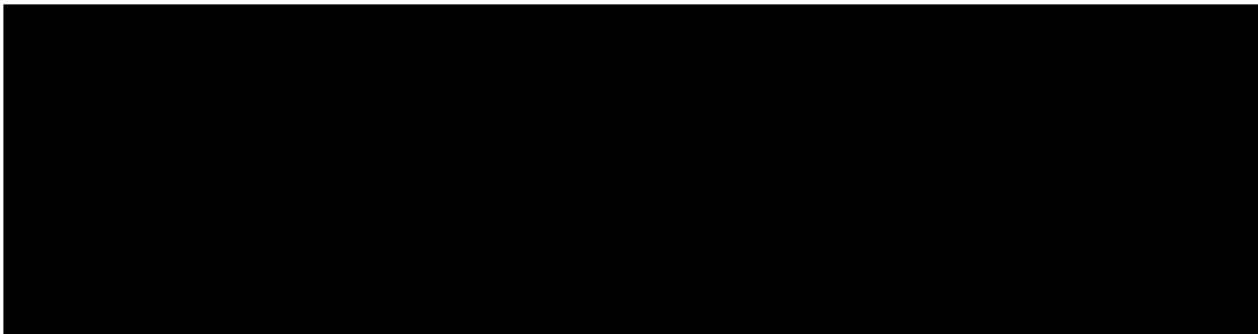
Customer’s acceptance of the Services will have deemed to occur upon the first occurrence of a) Banks receipt of Customer’s written acceptance notice, b) first commercial use of the Services, or c) five (5) business days from the delivery of the Services by Bank to Customer with no written change request from Customer or five (5) business from the last delivered change to Customer with no subsequent written change request from Customer.

3. Term

The term of this SOW shall commence upon the SOW Effective Date and shall be co-terminus with the Agreement, unless as otherwise agreed upon between the Parties in writing or allowed by termination rights in the Agreement (“SOW Initial Term”), thereafter this SOW shall automatically renew for successive one (1) year terms (individually a “SOW Renewal Term”) under the same terms and conditions, unless either Party provides written notice to the other of its intention not to renew this SOW, no less than ninety (90) days’ prior to expiration of the SOW Initial Term or then current SOW Renewal Term.

4. Pricing

Pricing for the Services pursuant to this SOW will be automatically debited by Bank to Customer in accordance with the following pricing terms.



4.2 Additional Services Charge Schedule

Bank’s additional services shall be priced on a per occurrence basis according to the pricing table below.

Additional Service Fees



Change Fees

Any changes which involve expansion of project scope, changes to business rules that alter the direction of the development effort or changes to the technical development / production infrastructure shall be billed at a Time and Materials Rate basis of \$125 per hour.

Pricing Assumptions

- Weekly refund file consisting on average of 200 payments
- Quarterly refund file consisting on average of 5,000 payments
- 95% of refund payments are handled through ACH

4.3 Change Order Fees

Any changes requested which involve expansion of project scope, changes to the technical development / production infrastructure shall require completion of a Change Order Form, a sample form is attached hereto as Appendix A. Bank shall bill Customer a Time and Materials Rate basis of \$125 per hour per Engineer for change request fees. Bank shall not commence such changes without submitting the total cost of such changes for Customer’s prior written approval.

IN WITNESS WHEREOF, the Parties hereto have executed this Statement of Work through their duly authorized representatives.

SOUTHEAST COMMUNITY COLLEGE

UNION BANK & TRUST CO.

By: *[Signature]*

By: *[Signature]*

Name: JACK HUCK

Name: James R. Smith

Title: PRESIDENT

Title: V.P.

Date: 3-18-09

Date: 3/18/09

Appendix A Change Order Form

The following is a sample of the change order form. Changes that are deemed out of scope of the original SOW will be assessed by the team to proceed or schedule for another release.

Project Change Approval Addendum to Design

Customer Name:			
Project Name:		Ticket Number:	Date Initiated:
Change Name and Number:			
Scope Change		Necessary - to achieve desired results	
		Discretionary – provides benefits beyond the original target	
		Scope Reduction – does not impact original targets	
		Scope Reduction – impacts original targets	
Budget Change Fees and Expenses		Effect on cost:	
Schedule Change		Effect on schedule:	
Performance Change		Effect on quality:	
Description of Change:			
Reason for Change:			
Justification:			
Tasks to be performed for the change:			
Completion Criteria:			
Approval Due Date:			
Approvals			
Project Manager		Sign	Date
Customer		Sign	Date
Union Bank Division Head		Sign	Date

Input File Format (from Customer):

Naming convention is Fixed file format

File will arrive:

Weekly Refunds:

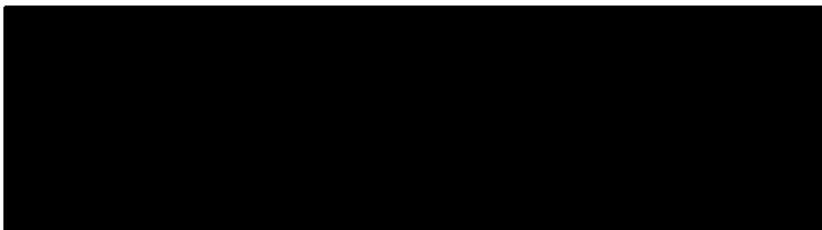
Bank requires receipt on Wednesday by 1:00 pm for next day settlement*.

Files delivered after 1:00 pm on Wednesday will be settled on Friday*.

Quarterly Refunds:

Delivery Date for quarterly file will be agreed upon by both parties at least two weeks in advance of required settlement date. Bank requires receipt of refund file by 1 PM at least two business days (excluding bank holidays) prior to settlement date.

*Exact time on settlement date to deposit account controlled by receiving financial institution.



Standard Reports

Union Bank & Trust Company will offer “standard” reports. These reports will be available to view through Online Banking or can be sent via email.

These reports and their formats are listed here as follows:

- Exception Reports (pdf)
 - All Refunds that were processed as checks
 - ACH returns processing
 - Manually entered checks due to lost or misplacement
- Reconciliation Report (pdf or text)