

**SCHOOL DISTRICT OF PITTSVILLE
BOARD POLICY**

FISCAL MANAGEMENT

EXPENDITURES

SALARY AND PAYROLL MANAGEMENT

TAX SHELTERED ANNUITY

671.1

**Employees Savings Plan
403(b) Plan**

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**Pittsville School District
Employee Savings Plan
(403(b) Plan)**

Restated April 10, 2017

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APPENDIX A – District’s Approved Vendors

Article 1. The Plan

1.1 The Plan

Pittsville School District ("District") maintains a savings plan for the benefit of eligible employees known as the Pittsville School District Employee Savings Plan ("Plan").

The Plan is a tax-sheltered qualified employee benefit plan intended to meet the requirements of section 403(b) of the Internal Revenue Code of 1986, as amended and is a defined contribution plan. The Plan shall be interpreted and administered to meet the requirement of such laws. Nothing contained in this Plan shall be deemed to constitute an employment contract or agreement for services between an employee who becomes a Participant and the District, nor shall it be deemed to give an employee any right to be retained in the employ of, or under contract to, the District. Nothing herein shall be construed to modify the terms of any employment contract or agreement for services between an employee and the District. The District intends that the Plan shall continue to be maintained by it for the above purposes indefinitely, subject always, however, to the rights of the School Board or the Plan Administrator to modify, amend or terminate this Plan.

1.2 Applicability of the Plan

The provisions of this Plan shall be effective as of the restated date of the Plan, that being April 10, 2017 (the "Effective Date"). The provisions shall be applicable only to the employees of the District in current employment on or after the Effective Date, except as specifically provided herein.

Article 2. Definitions and Construction

2.1 Definitions

Whenever used in the Plan, the following terms shall have the respective meanings set forth below unless otherwise expressly provided.

- (a) **"Account"** means the account maintained for the benefit of any Participant or Beneficiary under an Annuity Contract or a Custodial Account.
- (b) **"Account Balance"** means the bookkeeping account maintained for each Participant which reflects the aggregate amount credited to the Participant's Account under all Accounts, including the Participant's Elective Deferrals, the earnings or loss of each Annuity Contract or a Custodial Account (net of expenses) allocable to the Participant, any transfers for the Participant's benefit, and any distribution made to the Participant or the Participant's Beneficiary. If a Participant has more than one Beneficiary at the time of the Participant's death, then a separate Account Balance shall be maintained for each Beneficiary. The Account Balance includes any account established under Article 4 for rollover contributions and plan-to-plan transfers made for a Participant, the account established for a

Beneficiary after a Participant's death, and any account or accounts established for an alternate payee (as defined in section 414(p)(8) of the Code).

- (c) **"Accumulated Benefit"** means the sum of a Participant's or Beneficiary's Account Balances under all Investment Arrangements under the Plan.
- (d) **"Administrator"** means the Pittsville School District including its designee.
- (e) **"Active Participant"** means an Employee who satisfies the requirements of section 3.1.
- (f) **"Annuity Contract"** means the nontransferable group or individual contract as defined in sections 403(b)(1) and 401(g) of the Internal Revenue Code, established for each Participant by the Employer, or by each Participant individually, that is issued by an insurance company qualified to issue annuities in the state of Wisconsin and that includes payment in the form of an annuity.
- (g) **"Annuity Starting Date"** means
 - (1) the first day of the first period for which an amount is payable as an annuity, or
 - (2) In the case of a benefit not payable in the form of annuity, the first day on which all events have occurred that entitle a person to such benefit,whether or not an amount is actually paid on such day. The Annuity Starting Date shall be determined pursuant to the terms of the Annuity Contract and the terms of this Plan.
- (h) **"Beneficiary"** means the designated person(s) or entity(ies) entitled to receive benefits under the Plan after the death of a Participant, as identified under the terms of each Individual Agreement or in other records maintained under the Plan.
- (i) **"Code"** means the Internal Revenue Code of 1986, as now in effect or hereafter amended. All citations to sections of the Code are to such sections as they may from time to time be amended or renumbered.
- (j) **"Compensation"** means all cash compensation for services to the Employer, including salary, wages, fees, commissions, bonuses, and overtime pay, that is includible in the Employee's gross income for the calendar year, plus amounts that would be cash compensation for services to the Employer includible in the Employee's gross income for the calendar year but for a compensation reduction election under section 125, 132(f), 401(k), 403(b) or 457(b) of the Code (including an election under Article 3 made to reduce compensation in order to have Elective Deferrals under the Plan).

- (k) **"Custodial Account"** means the group or individual custodial account or accounts, as defined in section 403(b)(7) of the Internal Revenue Code, established for each Participant by the Employer, or by each Participant individually, to hold assets of the Plan.
- (l) **"Disabled"** means the definition of disability provided in the applicable Individual Agreement.
- (m) **"District"** means the Pittsville School District and any designated Affiliates.
- (n) **"District-Approved"** means those Vendors who have signed the District's Hold Harmless and Certification Agreement. District-Approved Vendors are listed in Appendix A.
- (o) **"Elective Deferral"** means the Employer contributions made to the Plan at the election of the Participant in lieu of receiving cash compensation. Elective Deferrals are pre-tax salary reduction contributions or after tax contributions if Roth contributions are permitted. Employee contribution made to the Plan on a pre-tax (or Roth after-tax basis if permitted) pursuant to Article 4 of the Plan are within the same meaning of Compensation Reduction Contribution.
- (p) **"Employee"** means each individual, whether appointed or elected, who is a common law employee of the Employer performing services for a public school as an employee of the Employer. This definition is not applicable unless the employee's compensation for performing services for a public school is paid by the Employer. Further, a person occupying an elective or appointive public office is not an employee performing services for a public school unless such office is one to which an individual is elected or appointed only if the individual has received training, or is experienced, in the field of education. A public office includes any elective or appointive office of a State or local government.

The term Employee shall not include any individual designated by the District as an independent contractor, a consultant or an individual performing services for the District other than as an Employee, provided, however, that if such an individual is later reclassified as a common-law employee, such individual shall be eligible to participate in the Plan only as of the date of his or her reclassification prospectively, and upon completion of any applicable eligibility requirements described herein.

- (q) **"Employer"** means the Pittsville School District.
- (r) **"Funding Vehicles"** means the Annuity Contracts or Custodial Accounts issued for funding amounts held under the Plan and specifically approved by the Employer for use under the Plan.

- (s) **"Includible Compensation"** means an Employee's actual wages in box 1 of Form W-2 for a year for services to the Employer subject to such maximums as may apply under section 401(a)(17) of the Code and increased (up to the dollar maximum) by any compensation reduction election under section 125, 132(f), 401(k), 403(b) or 457(b) of the Code (including any Elective Deferral under the Plan). The amount of Includible Compensation is determined without regard to any community property laws.
- (t) **"Individual Agreement"** means the agreement between a Vendor and the Employer or a Participant that constitutes or governs a Custodial Account or an Annuity Contract.
- (u) **"Participant"** means an individual for whom Elective Deferrals are currently being made, or for whom Elective Deferrals have previously been made, under the Plan and who has not received a distribution of his or her entire benefit under the Plan.
- (v) **"Plan"** means the Pittsville School District Employees Savings Plan (403(b) Plan).
- (w) **"Plan Year"** means the calendar year.
- (x) **"Related Employer"** or **"Affiliate"** means the Employer and any other entity which is under common control with the Employer under section 414(b) or (c) of the Code. For this purpose, the Employer shall determine which entities are Related Employers based on a reasonable, good faith standard and taking into account the special rules applicable under Notice 89-23, 1989-1 C.B. 654.
- (y) **"Roth Elective Deferrals"** means Participant's Elective Deferrals that are includible in the Participant's gross income at the time deferred and have been irrevocably designated as Roth Elective Deferrals by the Participant in his or her deferral election. A Participant's Roth Elective Deferrals will be separately accounted for, as will gains and losses attributable to those Roth Elective Deferrals, in a Roth Elective Deferral account.
- (z) **"School Board"** means the School Board of the Pittsville School District.
- (aa) **"Service"** means the employment service determined under Article 3.
- (bb) **"Severance from Employment"** for purposes of the Plan means severance from employment with the Employer and any Related Entity. However, a Severance from Employment also occurs on any date on which an Employee ceases to be an employee of a public school, even though the Employee may continue to be employed by a Related Employer that is another unit of the State or local government that is not a public school or in a capacity that is not employment with a public school (e.g., ceasing to be an employee performing services for a public school but continuing to work for the same State or local government employer).

- (cc) **"Vendor"** means the District-Approved investment company or Vendor offering an Annuity Contract or custodial account under this Plan. Vendors approved by the District are listed in Appendix A.
- (dd) **"Valuation Date"** means the last day of the calendar quarter.

Article 3. Eligibility, Service, and Participation

3.1 Active Participation

(a) Eligible Employees.

- (1) In General. Each Employee shall be eligible to participate in the Plan and elect to have Elective Deferrals made on his or her behalf under the Plan immediately upon becoming employed by the Employer or as provided by Board policy or in the District's employee handbook or other policies. However, an Employee who is a student teacher (i.e., a person providing service as a teacher's aide on a temporary basis while attending a school, college or university) or who normally works fewer than 20 hours per week is not eligible to participate in the Plan. An employee normally works fewer than 20 hours per week if, for the 12 month period beginning on the date the employee's employment began, the Employer reasonably expects the Employee to work fewer than 1,000 hours of service (as defined under section 410(a)(3)(C) of the Code) and, for each plan year ending after the close of that 12 month period, the Employee has worked fewer than 1,000 hours of service.

An individual shall be eligible to be an Active Participant in the Plan if the individual is not excluded under paragraph (2) and if the individual -

- (A) is Employee of the District,
 - (B) is normally employed 20 or more hours per week,
 - (C) is not a non-resident alien,
 - (D) earns sufficient income to be eligible to contribute at least \$200 per year, and
 - (E) has submitted an executed Compensation Reduction Agreement to the Plan Administrator which remains in force.
- (2) Exclusions. An individual shall not be eligible to participate in the Plan if the individual is –
 - (A) a Leased Employee,

- (B) a non-resident alien,
 - (C) does not earn sufficient income as an Employee to be eligible to contribute at least \$200 per year,
 - (D) a person who is employed as, or performs services as, an independent contractor as determined by the District, or employed pursuant to a supplier agreement, or any other contract or agreement under which such individual agrees or acknowledges that he or she is not eligible for benefits, or
 - (E) a person otherwise excludable under section 403(b)(12) of the Code.
- (b) **Date of Entry.** An Eligible Employee shall become an Active Participant in the Plan on the first day of the first payroll period which begins on or after the date the Employee first satisfies the conditions of subsection (a) and which is administratively feasible.

3.2 Duration of Active Participation and Reemployment

A person shall cease to be an Active Participant on the date the person ceases to be an Eligible Employee, or fails to contribute in excess of \$200 per year. If an Employee terminates employment with the District and the Employee is subsequently reemployed as an Eligible Employee, the Employee's status as an Active Participant shall be immediately reinstated upon the filing of a new Compensation Reduction Agreement.

3.3 Compensation Reduction Agreement

- (a) **In General.** An Eligible Employee shall not become an Active Participant in the Plan unless the Employee has filed a Compensation Reduction Agreement with the Plan Administrator. A Compensation Reduction Agreement shall mean a written agreement between the Eligible Employee and the District under which the Employee, as an Active Participant, agrees to be bound by all the terms and conditions of the Plan; the District reduces the Participant's Compensation with respect to employment services rendered after the effective date of the Agreement and the District agrees to contribute a Compensation Reduction Contribution to the Plan on behalf of the Eligible Employee equal to the amount of the reduction in the Employee's Compensation. The effective date of the Agreement shall be determined under the rules of the Plan Administrator, provided that such date may not precede the first day of the first payroll period beginning immediately after the date the Agreement is filed with the District. Any such election shall remain in effect until a new election is filed.

Only an individual who performs services for the Employer as an Employee may reduce his or her Compensation under the Plan. Each Employee will become a Participant according to the terms and conditions of the Individual Agreements. All

Elective Deferrals shall be made on a pre-tax basis. An Employee shall become a Participant as soon as administratively practicable following the date applicable under the employee's election.

- (b) **Amount of Reduction in Compensation.** The amount of the reduction in Compensation shall be that whole percentage of the Employee's Compensation on each payday specified by the Employee in his or her Compensation Reduction Agreement. However, the amount specified by the Employee shall not be less than one percent (1%) of the Employee's Compensation and shall not exceed an amount that would cause the contributions on behalf of the Employee to exceed the limitations specified in Article 4.
- (c) **Information Provided by the Employee.** Each Employee enrolling in the Plan should provide to the Administrator at the time of initial enrollment, and later if there are any changes, any information necessary or advisable for the Administrator to administer the Plan, including any information required under the Individual Agreements.
- (d) **Change in Elective Deferrals Election.** Subject to the provisions of the applicable Individual Agreements, an Employee may revise his or her participation election, including a change of the amount of his or her Elective Deferrals, his or her investment direction, and his or her designated Beneficiary. A change in the investment direction shall take effect as of the date provided by the Administrator on a uniform basis for all Employees. A change in the Beneficiary designation shall take effect when the election is accepted by the Vendor.
- (e) **Leave of Absence.** Unless an election is otherwise revised, if an Employee is absent from work by leave of absence, Elective Deferrals under the Plan shall continue to the extent that Compensation continues.
- (f) **Other Terminations of the Agreement.** If an Employee ceases to be a Participant on account of a termination of employment, the Compensation Reduction Agreement shall be discontinued as of the date of the termination of employment.

3.4 Service

- (a) **In General.** For the purposes of this Article, an Employee shall be credited with Service for the time period of his or her employment service with the District after December 31, 1975, to the date of the Employee's termination of employment. All such periods shall be aggregated and in aggregating fractions of a month, 30 days shall be considered to be a period of one month and 12 months shall be considered to be a period of one year. An Employee shall be credited with Service for a period of military service to the extent required under Code section 414(u).
- (b) **Service Spanning.** If an Employee terminates employment with the District, but subsequently resumes employment with the District or an Affiliate before the first

anniversary of his or her termination, the Employee shall be credited with Service for the period from the date of termination to the date he or she resumes employment with the District or an Affiliate.

3.5 Hours of Service

"Hour of Service" means

- (a) One hour for each hour for which an Employee is directly or indirectly paid, or entitled to payment, by the District or an Affiliate for the performance of duties during the applicable period for which his or her Hours of Service are being determined under the Plan. These Hours shall be credited to the Employee for the applicable period in which the duties were performed.
- (b) One hour for each hour, in addition to the Hours in subsection (a) above, for which the Employee is directly or indirectly paid, or entitled to payment, by the District or an Affiliate, for which no duties are performed (irrespective of whether the employment relationship has terminated) during the applicable computation period, such as paid vacation, holidays, sickness, disability, layoff, and similar paid periods of nonworking time. These Hours shall be counted in the applicable period in which either payment is actually made or amounts payable to the Employee come due.
- (c) One hour for each hour of the normally scheduled work hours for each week during any period the Employee is on any leave of absence from work with the District or an Affiliate for military service with the armed forces of the United States, but not to exceed the period required under the Uniformed Services Employment and Reemployment Rights Act of 1994 or other laws pertaining to veterans' reemployment rights; provided, however, if the Employee fails to report for work at the end of such leave during which he or she has reemployment rights, the Employee shall not receive credit for hours on such leave.
- (d) One hour for each hour for which back pay, irrespective of mitigation of damages, has been either awarded or agreed to by the District or an Affiliate with no duplication of credit for hours. Hours for back pay shall be credited to the applicable period in which such back pay arose.
- (e) When no time records are available, the Employee shall be given credit for Hours of Service based upon the number of normally scheduled work hours for each week the Employee is on the District's or Affiliate's payroll, as determined in accordance with reasonable standards and policies from time to time adopted by the Plan Administrator pursuant to regulations prescribed by the Secretary of Labor.

3.6 Termination of Employment

The date on which an Employee is considered to have terminated his or her employment shall be determined pursuant to the rules of the Plan Administrator.

3.7 No Enlargement of Employee Rights

Nothing contained in this Plan shall be deemed to give any Employee the right to be retained in the service of the District or an Affiliate or to interfere with the right of the District or Affiliate to discharge or retire an Employee at any time (subject to the provisions of applicable state and federal law).

Article 4. Contributions, Limitations, Rollovers and Transfers

4.1 Compensation Reduction Contributions

- (a) **Contributions.** Each Participant may elect to contribute through payroll reduction an amount consistent with the terms and limitations described in this Article 4. The District shall provide each Participant with the necessary forms to elect the amount of Elective Deferrals. Such election shall provide that a Participant may elect to reduce his or her Compensation by such amounts and the Participant shall grant permission for the District to remit said amounts to the District-Approved Vendor of the Participant's choice. Elective Deferrals under the Plan shall be transferred to the applicable Funding Vehicle within 15 business days following the end of the month in which the amount would otherwise have been paid to the Participant.

All Participants shall have a fully vested and non-forfeitable interest in their Compensation Reduction Contribution Account.

Such contribution may be made as follows:

- (1) Pre-tax Elective Deferrals;
- (2) Roth Elective Deferrals are permitted under the Plan.

The amounts contributed pursuant to this section shall be credited to the Compensation Reduction Contributions Account together with the gains, losses and earnings (if any) attributable thereto.

- (b) **Elections.** As of the day a Participant meets the Eligibility requirements set forth in Article 3, and in accordance with the Date of Entry requirements set forth in Article 3, he or she may elect to contribute to the Plan. Subsequent to that date, a Participant may elect to start his or her election pursuant to this Article 4 at any time. Subsequent to the Participant's beginning election date, he or she may increase or decrease his or her election amount two (2) times per Plan Year. A Participant may totally suspend his or her election at any time during the Plan Year. The District may reduce or totally suspend a Participant's election if the District

determines that such election may cause the Plan to fail to satisfy any of the requirements of Article 4 or any qualifying provisions of Code section 403(b).

4.2 Employer Contributions

- (a) **Non-elective Contributions.** Subject to the limits described in this Article 4, the District may choose, in its sole discretion, to make Non-elective Contributions to the Plan on behalf of an eligible Participant(s). Non-elective Contributions shall be allocated to the Non-elective Contribution accounts of the eligible Participant(s).
- (b) **Matching Contributions.** Subject to the limits described in this Article 4, the District may choose, in its sole discretion, to contribute to the Plan an amount to be determined by the District to the accounts of those Participants who make an Elective Deferral consistent with the terms of this Article 4. Matching Contributions shall be made to the Plan and allocated to the Matching Contribution accounts of Participants who meet the requirements of this subsection (b) as soon as administratively feasible after the end of the fiscal Year.

4.3 Annuity Contracts and Plan Investments

- (a) **Annuity Contracts.** The contributions made under this Plan may be applied to the purchase of one or more annuity contracts issued by one or more District-Approved Vendors as selected and approved by the District. Beginning with the effective date of this Plan, contributions may only be made to those Vendors listed in Appendix A as District-Approved Vendors. An Annuity Contract may be a group or individual contract and may be a variable or fixed annuity (or both).

A Participant's interest in such an Annuity Contract shall be nonforfeitable at all times and shall be nontransferable. The Annuity Contract shall not contain any provision which is inconsistent with the provisions of this Plan.

The Vendor shall maintain records disclosing the status of each Participant who has a contract under the Plan and, not less than once each Plan Year, shall advise each Participant of the value of his or her Annuity Contract.

- (b) **Plan Investments.** Each Participant shall have the right to direct the investment of the contributions made to the Plan on the Participant's behalf by investing in custodial accounts which satisfy the requirements of 401(f)(2) of the Code. A Participant's contributions may be invested in the investment funds offered under the Plan in specified multiples established by the vendor. A Participant's investment elections may be changed by the Participant at any time by notifying the vendor of such change in the manner prescribed by the Vendor. Such change shall be effective as of the next business day or as soon as administratively feasible thereafter.

After the death of the Participant, a Beneficiary shall be entitled to make investment elections as if the Beneficiary were the Participant.

4.4 Limits on Contributions

- (a) **Basic Annual Limit.** The Compensation Reduction Contributions made on behalf of an Active Participant for any Plan Year shall not exceed the greater of \$18,000 or the amount specified in Code section 402(g)(1) (as adjusted for changes in the cost of living pursuant to rules of the Internal Revenue Service).
- (b) **Code section 415 Limit.** The Total Contributions for a Plan Year on behalf of an Active Participant shall not an amount equal to the lesser of-
 - (1) \$54,000 (adjusted annually for increases in the cost-of-living as specified by Treasury rules); or
 - (2) 100 percent of the Active Participant's compensation for the Plan Year.

For the purposes of the preceding sentence, "compensation" shall have the meaning set forth in Code section 415(c)(3) and the Treasury regulations thereunder.

4.5 Distribution of Amounts In Excess of 402(g) Limit

If a Participant files a written notification with the Plan Administrator not later than March 1 after the close of a Plan Year stating that the Participant has made elective deferrals within the meaning of Code section 402(g) for such Plan Year in excess of the limitation of that section and stating the amount of such excess, then no later than the first April 1st after the close of the Plan Year, the Plan Administrator shall distribute to the Participant such allocated amount, adjusted for earnings, gains, and losses attributable thereto to the extent provided by law.

4.6 Makeup Contributions for Military Service

Notwithstanding any provision to the contrary, contributions with respect to a period of qualified military service shall be provided in accordance with Code section 414(u).

4.7 Special Catch-Up Provision

Because the Employer is a qualified organization (within the meaning of § 1.403(b)-4(c)(3)(ii) of the Income Tax Regulations), the applicable dollar amount under this Article for any "qualified employee" is increased to the extent provided in the Individual Agreements by the lesser of (a) \$3,000; (b) \$15,000, reduced by the amount of additional elective deferrals made in prior years because of this rule, or \$5,000 times the number of the employee's years of service for the organization, minus the total elective deferrals made for earlier years.

An employee who qualifies for the 15-year rule can have an elective deferral limit as high as \$21,000 for 2016. For purposes of this Article 4.7, a "qualified employee" means an employee who has completed at least 15 years of service taking into account only employment with the District. Participants who want to maximize 403(b) Plan contributions should take advantage of the special catch-up provision as soon as possible after completing 15 years of service.

4.8 Age 50 Catch-Up Contributions

An Employee who is a Participant who will attain age 50 or more by the end of the calendar year is permitted to elect an additional amount of Elective Deferrals, up to the maximum age 50 catch-up Elective Deferrals for the year. The maximum dollar amount of the age 50 catch-up Elective Deferrals for the year is \$6,000 for 2017 and is adjusted year to year thereafter as provided under the Code.

4.9 Coordination

Amounts in excess of the Basic Annual Limit shall be allocated first to the Special Catch-Up Provision and next as an age 50 catch-up contribution. However, in no event can the amount of the Elective Deferrals for a year be more than the Participant's Compensation for the year.

4.10 Rollover Contributions

- (a) **Terms.** To the extent provided in the Individual Agreements, an Employee who is a Participant who is entitled to receive an eligible rollover distribution from another eligible retirement plan may request to have all or a portion of the eligible rollover distribution paid to the Plan. Such rollover contributions shall be made in the form of cash only. The Vendor may require such documentation from the distributing plan as it deems necessary to effectuate the rollover in accordance with section 402 of the Code and to confirm that such plan is an eligible retirement plan within the meaning of section 402(c)(8)(B) of the Code.
- (b) **Eligible Plans.** For the purposes of this Article 4.10, the following are eligible plans:
 - (1) Annuity contracts described in Code section 403(b) that are eligible to be rolled over and would otherwise be included in gross income.
 - (2) A qualified plan described in Code section 401(a) or 403(a) that are eligible to be rolled over and would otherwise be included in gross income.
 - (3) An IRA or annuity described in Code section 408(a) or 408(b) that are eligible to be rolled over and would otherwise be included in gross income.
 - (4) An eligible Plan under Code section 457(b) which is maintained by a state, political subdivision of a state or instrumentality of a state or political subdivision of a state that is eligible to be rolled over and would otherwise be included in gross income.

- (c) **Eligible Rollover Distribution.** For purposes of Article 4, an eligible rollover distribution means any distribution of all or any portion of a Participant's benefit under another eligible retirement plan, except that an eligible rollover distribution does not include (1) any installment payment for a period of 10 years or more, (2) any distribution made as a result of an unforeseeable emergency or other distribution which is made upon hardship of the employee, or (3) for any other distribution, the portion, if any, of the distribution that is a required minimum distribution under section 401(a)(9) of the Code. In addition, an eligible retirement plan means an individual retirement account described in section 408(b) of the Code, a qualified trust described in section 401(a) of the Code, an annuity plan described in section 403(a) or 403(b) of the Code, or an eligible governmental plan described in section 457(b) of the Code, that accepts the rollover distribution.
- (d) **Separate Accounts.** The Vendor shall establish and maintain for the Participant a separate account for any eligible rollover distribution paid to the Plan.

4.11 Plan to Plan Transfers to the Plan

- (a) At the direction of the Employer, for a class of Employees who are participants or beneficiaries in another plan under section 403(b) of the Code, the Administrator may permit a transfer of assets to the Plan as provided in Article 4. Such a transfer is permitted only if the other plan provides for the direct transfer of each person's entire interest therein to the Plan and the participant is an employee or former employee of the Employer. The Administrator and any Vendor accepting such transferred amounts may require that the transfer be in cash or other property acceptable to it. The Administrator or any Vendor accepting such transferred amounts may require such documentation from the other plan as it deems necessary to effectuate the transfer in accordance with § 1.403(b)-10(b)(3) of the Income Tax Regulations and to confirm that the other plan is a plan that satisfies section 403(b) of the Code.
- (b) The amount so transferred shall be credited to the Participant's Account Balance, so that the Participant or Beneficiary whose assets are being transferred has an accumulated benefit immediately after the transfer at least equal to the accumulated benefit with regard to that Participant or Beneficiary immediately before the transfer.
- (c) To the extent provided in the Individual Agreements holding such transferred amounts, the amount transferred shall be held, accounted for, administered and otherwise treated in the same manner as an Elective Deferral by the Participant under the Plan, except that (1) the Individual Agreement which holds any amount transferred to the Plan must provide that, to the extent any amount transferred is subject to any distribution restrictions required under section 403(b) of the Code, the Individual Agreement must impose restrictions on distributions to the Participant or Beneficiary whose assets are being transferred that are not less stringent than those imposed on the transferor plan and (2) the transferred amount

shall not be considered an Elective Deferral under the Plan in determining the maximum deferral under Article 3.

4.12 Plan to Plan Transfers from the Plan

- (a) At the direction of the Employer, the Administrator may permit a class of Participants and Beneficiaries to elect to have all or any portion of their Account Balance transferred to another Employer-approved plan that satisfies section 403(b) of the Code in accordance with § 1.403(b)-10(b)(3) of the Income Tax Regulations. A transfer is permitted under this Article 4.12 only if the Participants or Beneficiaries are employees or former employees of the employer under the receiving plan and the other plan provides for the acceptance of plan to plan transfers with respect to the Participants and Beneficiaries and for each Participant and Beneficiary to have an amount deferred under the other plan immediately after the transfer at least equal to the amount transferred.
- (b) The other plan must provide that, to the extent any amount transferred is subject to any distribution restrictions required under section 403(b) of the Code, the other plan shall impose restrictions on distributions to the Participant or Beneficiary whose assets are transferred that are not less stringent than those imposed under the Plan. In addition, if the transfer does not constitute a complete transfer of the Participant's or Beneficiary's interest in the Plan, the other plan shall treat the amount transferred as a continuation of a pro rata portion of the Participant's or Beneficiary's interest in the transferor plan (e.g., a pro rata portion of the Participant's or Beneficiary's interest in any after-tax employee contributions.)
- (c) Upon the transfer of assets under this Article 4, the Plan's liability to pay benefits to the Participant or Beneficiary under this Plan shall be discharged to the extent of the amount so transferred for the Participant or Beneficiary. The Administrator may require such documentation from the receiving plan as it deems appropriate or necessary to comply with this Article 4 (for example, to confirm that the receiving plan satisfies section 403(b) of the Code and to assure that the transfer is permitted under the receiving plan) or to effectuate the transfer pursuant to § 1.403(b)-10(b)(3) of the Income Tax Regulations.

Article 5. Investment of Contributions

5.1 Manner of Investment

All Elective Deferrals or other amounts contributed to the Plan, all property and rights purchased with such amounts under the Funding Vehicles, and all income attributable to such amounts, property or rights shall be held and invested in one or more Annuity Contracts or Custodial Accounts. Each Custodial Account shall provide for it to be impossible, prior to the satisfaction of all liabilities with respect to Participants and their Beneficiaries, for any part of the assets and income of the Custodial Account to be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries.

5.2 Investment of Contributions

Each Participant or Beneficiary shall direct the investment of his or her Account among the investment options available under the Annuity Contract or Custodial Account in accordance with the terms of the Individual Agreements. Transfers among Annuity Contracts and Custodial Accounts may be made to the extent provided in the Individual Agreements and permitted under applicable Income Tax Regulations.

5.3 Current and Former Vendors

The Administrator shall maintain a list of all Vendors under the Plan. Such list is hereby incorporated as part of the Plan. Each Vendor and the Administrator shall exchange such information as may be necessary to satisfy section 403(b) of the Code or other requirements of applicable law. In the case of a Vendor which is not eligible to receive Elective Deferrals under the Plan (including a Vendor which has ceased to be a Vendor eligible to receive Elective Deferrals under the Plan and a Vendor holding assets under the Plan in accordance with Article 4), the Employer shall keep the Vendor informed of the name and contact information of the Administrator in order to coordinate information necessary to satisfy section 403(b) of the Code or other requirements of applicable law.

Article 6. Distributions

6.1 Distribution upon a Severance from Employment or Other Distribution Event

Distributions from a Participant's Account may not be made earlier than the earliest of the date on which the Participant has a Severance from Employment, dies, becomes Disabled, or attains age 59 ½. Distributions shall otherwise be made in accordance with the terms of the Individual Agreements.

6.2 Small Account Balances

The terms of the Individual Agreement may permit distributions to be made in the form of a lump-sum payment, without the consent of the Participant or Beneficiary, but no such payment may be made without the consent of the Participant or Beneficiary unless the Account Balance does not exceed \$5000.00 (determined without regard to any separate account that holds rollover contributions under Article 4) and any such distribution shall comply with the requirements of section 401(a)(31)(B) of the Code (relating to automatic distribution as a direct rollover to an individual retirement plan for distributions in excess of \$1,000).

6.3 Minimum Distributions

Each Individual Agreement shall comply with the minimum distribution requirements of section 401(a)(9) of the Code and the regulations thereunder. For purposes of applying the distribution rules of section 401(a)(9) of the Code, each Individual Agreement is treated as an individual retirement account (IRA) and distributions shall be made in accordance with the provisions of §§ 1.408-8 and 1.403(b)-6 of the Income Tax Regulations.

6.4 Hardship Withdrawals

- (a) Hardship withdrawals shall be permitted under the Plan to the extent permitted by the Individual Agreements controlling the Account assets to be withdrawn to satisfy the hardship. If applicable under an Individual Agreement, no Elective Deferrals shall be allowed under the Plan during the 6-month period beginning on the date the Participant receives a distribution on account of hardship.
- (b) The Individual Agreements shall provide for the exchange of information among the Employer and the Vendors to the extent necessary to implement the Individual Agreements, including, in the case of a hardship withdrawal that is automatically deemed to be necessary to satisfy the Participant's financial need (pursuant to § 1.401(k)-1(d)(3)(iv)(E) of the Income Tax Regulations), the Vendor notifying the Employer of the withdrawal in order for the Employer to implement the resulting 6-month suspension of the Participant's right to make Elective Deferrals under the Plan. In addition, in the case of a hardship withdrawal that is not automatically deemed to be necessary to satisfy the financial need (pursuant to § 1.401(k)-1(d)(3)(iii)(B) of the Income Tax Regulations), the Vendor shall obtain information from the Employer or other Vendors to determine the amount of any plan loans and rollover accounts that are available to the Participant under the Plan to satisfy the financial need.

6.5 Rollover Distributions

- (a) A Participant or the Beneficiary of a deceased Participant (or a Participant's spouse or former spouse who is an alternate payee under a domestic relations order, as defined in section 414(p) of the Code) who is entitled to an eligible rollover distribution may elect to have any portion of an eligible rollover distribution (as defined in section 401(c)(4) of the Code) from the Plan paid directly to an eligible retirement plan (as defined in section 401(c)(8)(B) of the Code) specified by the Participant in a direct rollover. In the case of a distribution to a Beneficiary who at the time of the Participant's death was neither the spouse of the Participant nor the spouse or former spouse of the participant who is an alternate payee under a domestic relations order, a direct rollover is payable only to an individual retirement account or individual retirement annuity (IRA) that has been established on behalf of the Beneficiary as an inherited IRA (within the meaning of section 408(d)(3)(C) of the Code).
- (b) Each Vendor shall be separately responsible for providing, within a reasonable time period before making an initial eligible rollover distribution, an explanation to the Participant of his or her right to elect a direct rollover and the income tax withholding consequences of not electing a direct rollover.

6.6 Effect of Rehire

A retired Participant may receive a distribution pursuant to Article 6 only upon complete Severance from employment from the District. If the retired Participant is rehired by the District that rehired retired Participant must stop receiving distributions while employed by the District.

6.7 Mandatory Cash-out

If the amount accumulated under the Annuity Contract as of a date that is on or about a Participant's date of termination of employment (as determined under the rules of the Plan) or on or about the date of a later Annuity Starting Date is \$1,000 or less, the accumulated amount shall be payable in a lump sum amount to the Participant as soon as practical following such termination date or payable as of such later Annuity Starting Date. The value of the amount accumulated for such purpose in this subsection includes any rollover contributions (and earnings thereon) within the meaning of Code section 402(c), 403(a)(4), 403(b)(8), 408(d)(3)(A)(ii) and 457(e)(16). If annuity payments to a Participant or a Beneficiary have commenced, no payment shall become payable under this section without the consent of the Participant or the Beneficiary (or both), where applicable.

6.8 Death Benefits

- (a) **Beneficiary.** A Beneficiary for purposes of this Article 6 means the person or persons, including a trust or an estate, designated by a Participant, to whom benefits are payable when the Participant dies. A designation shall be made on a form prescribed by the District or the Vendor and will be effective as provided under the rules of the Vendor. If no Beneficiary is designated or a designation is revoked in whole or in part, or if a designated Beneficiary does not survive, the benefit shall be paid to the spouse of the Participant (if any) and if none, to the Participant's estate. If a Beneficiary who is entitled to a benefit before the Beneficiary's entire interest has been distributed to the Beneficiary, the remaining benefits shall be paid to the Beneficiary's estate.
- (b) **Death After Distributions Have Started.** If a Participant's benefit payments have commenced in accordance with this Article 6 or in the form of annuity payments, but the Participant dies before the Participant's entire interest under the Annuity Contract has been distributed to the Participant, the remaining portion of the Participant's interest under the Annuity Contract shall be distributed in a manner at least as rapidly as under the method of distribution being used as of the date of the Participant's death.
- (c) **Death Before Distributions Have Started.**
 - (1) If a Participant dies before the start of benefit payments pursuant to this Article 6 and payments have not commenced in the form of annuity payments, the Participant's entire interest in the Annuity Contract shall be paid to the Beneficiary within five years of the Participant's date of death or paid as provided in paragraph (2).

- (2) The Participant's remaining interest under the Annuity Contract shall-
 - (A) start not later than one year after the date of the Participant's death or such later date as prescribed by Treasury regulations, and
 - (B) be distributed over the life or the life expectancy of the Beneficiary.

Notwithstanding subparagraph 6.8(a), if the Beneficiary is the spouse of the Participant, the rules of the Plan Administrator or the Vendor may allow the Beneficiary to defer the start of benefit payments to the date the Participant would have attained age 70 1/2 had the Participant survived. If the surviving spouse dies before distributions to the spouse begin, this subsection shall be applied by treating the spouse as though the spouse were the Participant.

- (d) **Payments to Children.** Pursuant to Treasury regulations, a benefit which is paid to a child shall be treated as if it had been paid to the surviving spouse if the benefits will become payable to the spouse when the child reaches majority or such other time as described under Treasury regulations, including as described in Article 6 of this Plan.
- (e) **Limitations on Death Benefits.** Notwithstanding the provisions of this Article 6, following the death of the Participant, the portion of the Participant's account that is subject to the requirements of section 401(a)(9) of the Code must be distributed to the Participant's Beneficiary at least as rapidly as required under Code section 401(a)(9), the requirements of which are incorporated herein by reference.
- (f) **Non-spousal Beneficiary Rollovers.** Benefits received by a non-spouse beneficiary may be directly transferred to an IRA in that non-spouse beneficiary's name. The IRA is treated like an inherited IRA, so the benefits must be distributed in accordance with the distribution rules applicable to the Beneficiary, including required minimum distribution rules. The transferred IRA cannot be further rolled over. Under Code section 403(b)(8)(B) as amended by 2006 Pension Act section 829(a)(3), distributions to non-spouse beneficiaries do not have to be distributed in an immediate lump sum distribution, thus allowing the Beneficiary to defer taxation on the distribution.

6.9 Limitation on Withdrawal of Compensation Reduction Contributions. No distribution or withdrawal of a Participant's Compensation Reduction Contributions shall be allowed before termination of employment unless the Participant has attained age 59 ½ or has incurred a disability (as determined by the Social Security Administration). Hardship distributions are permitted under the Plan if approved by the Board of Education.

6.10 Qualified Loans

Loans are not permitted under the Plan.

6.11 Direct Rollovers; Withholding

(a) Direct Rollovers.

- (1) **In General.** In the case of a distribution (or a withdrawal) that would be an eligible rollover distribution within the meaning of Code section 402 if made to the Participant or Beneficiary ("distributee"), the distributee may elect to the extent required by law and regulation and in the manner prescribed by the Plan Administrator, to have such distribution paid directly to an eligible retirement plan, as described in Code section 402(c)(8)(B). The amount of such direct rollover shall be limited to the amount of the eligible rollover distribution that would otherwise be includible in the distributee's gross income in the absence of a direct transfer and without regard to the rollover rules of Code sections 402 and 403. No election may be made by a distributee pursuant to this section unless the distributee has received the notice prescribed by paragraph (2).
- (2) **Notice.** The Vendor shall furnish to a distributee a written notice at the time prescribed in paragraph (3) which describes·

 - (A) the rules under which the distributee may elect to have an eligible rollover distribution paid in a direct rollover to an eligible retirement plan;
 - (B) the rules that require withholding of tax on the eligible rollover distribution if it is not paid in a direct rollover; and
 - (C) the rules under which the distributee will not be subject to tax if the distribution is contributed to an eligible retirement plan within 60 days of the distribution.
- (3) **Notification Period.** The notice required by paragraph (2) shall be furnished to the distributee not more than 90 days and not less than 30 days before the Annuity Starting Date. The Plan shall make no payment for 30 days following the date the Participant has been furnished with the notice unless the Participant, after receipt of the notice, has affirmatively elected to waive the 30-day period and to make or not to make a direct rollover. However, in no event shall the Plan make a distribution before the later of the eighth day after the notice has been furnished or the day benefits are otherwise payable under the rules of the Plan Administrator. The Participant shall not permitted to revoke a waiver of the 30-day period until the day specified in the preceding sentence.

- (c) **Withholding.** In the case of an eligible rollover distribution which is not directly transferred to an eligible retirement plan pursuant to subsection (a), the Plan shall reduce the amount of the distribution by the amount of the tax required to be withheld by law and regulations.

6.12 Nonalienation of Benefits

No Participant or Beneficiary entitled to receive benefits under this Plan shall have the power to sell, assign, transfer, pledge, or mortgage his or her benefits, nor shall such benefits be subject or liable to levy, sale, seizure, attachment, garnishment, or any other judicial process issued by or on behalf of any creditor or a Participant or Beneficiary. However, benefits may be reduced, offset, or transferred to the extent permitted under Code section 401(a)(13), including a reduction or offset for taxes required to be withheld, amounts assigned by a qualified domestic relations order, and amounts required to be paid to the Plan pursuant to a judgment, order, decree, settlement agreement or other order to pay that provides for an offset of benefits payable under the Plan.

The District shall establish a procedure to determine the qualified status of a domestic relations order and to administer distributions under a qualified order.

6.13 Incapacity

A person receiving or claiming benefits under the Plan shall be presumed to be mentally competent until the date on which the District (or the Vendor) receives written notice, in a form and manner acceptable to it, that such person is incompetent and that a guardian, conservator, or other person legally vested with the care of his or her person or estate, or both, has been appointed for the person.

Notwithstanding the foregoing, if, in the opinion of the District (or the Vendor), a Participant (or Beneficiary) becomes unable to handle properly any property distributable under the Plan, the District may make any arrangement for distribution on such Participant's behalf that the District determines will be beneficial to such Participant, including (without limitation) distribution to such Participant's guardian, conservator, spouse, or dependent, and such distribution shall be a complete discharge of the liabilities of the Plan with respect to the Participant. Such payment shall fully discharge the District from further liability on account thereof.

6.14 Source of Benefit Payments

All benefits payable under this Plan shall be paid by the Vendor pursuant to the Annuity Contracts or custodial account rules. The District shall have no liability or responsibility for benefits other than to pay premiums on the Annuity Contracts and to carry out other administrative responsibilities described in this Plan.

Article 7. Administration

7.1 The Plan Administrator

The District Director of Business Services shall be the Board of Education's designated Plan Administrator, unless the School Board, at its sole discretion, selects another person to serve as the designated Plan Administrator.

The Plan Administrator shall hold office until the School Board appoints another person to serve in the Plan Administrator's place or until he or she resigns. The Plan Administrator may resign at any time on giving written notice to the District and he or she shall be deemed to have resigned upon leaving the employ of the District. In the event of a vacancy in the position of Plan Administrator, any officer of the District shall have authority to act as the Plan Administrator.

7.2 Power and Duties of the Plan Administrator

The Plan Administrator shall administer the Plan in accordance with its terms and shall have all powers necessary to carry out the provisions of the Plan. The Plan Administrator shall interpret the Plan and shall determine all questions arising in the administration, interpretation, and application of the Plan. Any such determination shall be binding and conclusive upon all persons.

The Plan Administrator may not participate in the decision of any question as to his or her own rights as a Participant, nor may the Plan Administrator receive any compensation from amounts accumulated under the Plan for his or her services with respect to the Plan if the Plan Administrator is receiving full-time pay from the District, except for the reimbursement of expenses properly and actually incurred. The Plan Administrator's rights as a Participant shall be determined by an officer of the District.

7.3 Lost Participants

The Vendor primarily and the Plan Administrator secondarily shall have the responsibility for locating missing participants in all cases except those required under Article 5. Locating lost participants for purposes of Article 6 shall be the sole responsibility of the Vendor.

7.4 Adoption of Rules and Regulations

The Plan Administrator may adopt such rules and regulations as he or she deems desirable for the administration of the Plan. The Plan Administrator may appoint the accountants, counsel, specialists, and other persons deemed necessary or desirable for the administration of the Plan. The Plan Administrator shall be entitled to rely conclusively upon any opinions or reports which shall be furnished to him or her by the accountant, counsel, or other specialist, and the Plan Administrator shall be fully protected in any action taken in good faith in relying upon such opinions and reports.

7.5 Payment of Expenses

Except for the administration fee which may be established by the Vendor, all expenses and costs of administering the Plan incurred by the Plan Administrator shall be paid by the District. Such expenses shall include any expenses incident to the functioning of the Plan Administrator, including, but not limited to, fees of accountants, counsel, and other specialists, and other costs of administering the Plan.

7.6 Immunity from Liability

To the extent permitted by law, neither the Plan Administrator, the Plan Administrator's designees, the officers of the District, or members of the School Board shall incur any liability with respect to this Plan for any action or failure to act, except when such action or failure to act is due to their own gross negligence or willful misconduct. The District shall indemnify and hold harmless the Plan Administrator, the Plan Administrator's designees, the officers of the District, or members of the School Board against any claim, loss, damage, or expense, including counsel fees and amounts paid in settlement with the District's approval, which arises from any action or failure to act, except when it is judicially determined to be due to gross negligence or willful misconduct.

7.7 Claims Procedure

- (a) **In General.** The right of a Participant or Beneficiary to a benefit shall be determined by the Plan Administrator; provided, however, that the Plan Administrator may delegate his or her responsibility to the Vendor if the Vendor agrees in writing to act as the Plan Fiduciary.
- (b) **Denial of Claim.** If a claim for benefits is wholly or partially denied, the claimant shall be given notice in writing of the adverse benefit determination within a reasonable time after the receipt of the claim, but not later than 90 days after the receipt of the claim. However, if special circumstances require an extension, written notice of the extension shall be furnished to the claimant before the termination of the 90-day period. In no event shall the extension exceed a period of 90 days after the expiration of the initial 90-day period.

The notice of the adverse benefit determination shall contain the following information written in a manner that may be understood by a claimant:

- (1) the specific reasons for the adverse benefit determination;
- (2) specific reference to pertinent Plan provisions on which the denial is based;
- (3) a description of any additional material or information necessary for the claimant to perfect his or her claim and an explanation of why such material or information is necessary;

- (4) a statement that the claimant 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 claim for benefits; and
 - (5) a description of the Plan's review procedures and the limits applicable to such procedures.
- (c) **Decision after Review.** The decision of the Plan Administrator with respect to the review of the adverse benefit determination shall be made promptly, but not later than 60 days after the Plan Administrator receives the request for the review. However, if special circumstances require an extension of time, a decision shall be rendered not later than 120 days after the receipt of the request for review. A written notice of the extension shall be furnished to the claimant prior to the expiration of the initial 60-day period.

The claimant shall be given a copy of the decision, which shall be written in a manner such that the claimant shall understand it and shall contain the provisions set forth in items (1) through (5) of subsection (b). The decision of the Plan Administrator after review shall be final as to any determination relating to benefits provided under the Plan. The Plan Administrator's final decision after review shall not be subject to further review in any forum.

7.8 Effect of a Mistake

In the event of a mistake or misstatement as to the age or eligibility or Compensation or Service or period of active participation of a Participant, or the amount of the distributions of a Participant or a Beneficiary, the Plan Administrator shall, to the extent he or she deems it possible, make such adjustments as will in the Plan Administrator's judgment accord to such Participant or Beneficiary the credits or distributions to which he or she is properly entitled under the Plan.

7.9 Determinations of Disability

If the claim relates to a disability determination, determinations of the Plan Administrator shall include the information required under applicable contracts, policies and federal and state regulations.

Article 8. Amendment and Termination

8.1 Termination of Contributions

The Employer has adopted the Plan with the intention and expectation that contributions will be continued indefinitely. However, the Employer has no obligation or liability whatsoever to maintain the Plan for any length of time and may discontinue contributions under the Plan at any time without any liability hereunder for any such discontinuance.

8.2 Amendment and Termination

The Employer reserves the authority to amend or terminate this Plan at any time.

8.3 Distribution upon Termination of the Plan

The Employer may provide that, in connection with a termination of the Plan and subject to any restrictions contained in the Individual Agreements, all Accounts will be distributed, provided that the Employer and any Related Employer on the date of termination do not make contributions to an alternative section 403(b) contract that is not part of the Plan during the period beginning on the date of plan termination and ending 12 months after the distribution of all assets from the Plan, except as permitted by the Income Tax Regulations.

Article 9. Miscellaneous

9.1 Non-Assignability

Except as provided in this plan document, the interests of each Participant or Beneficiary under the Plan are not subject to the claims of the Participant's or Beneficiary's creditors; and neither the Participant nor any Beneficiary shall have any right to sell, assign, transfer, or otherwise convey the right to receive any payments hereunder or any interest under the Plan, which payments and interest are expressly declared to be non-assignable and non-transferable.

9.2 Domestic Relations Orders

Notwithstanding Article 9.1, if a judgment, decree or order (including approval of a property settlement agreement) that relates to the provision of child support, alimony payments, or the marital property rights of a spouse or former spouse, child or other dependent of a Participant is made pursuant to the domestic relations law of any State ("domestic relations order"), then the amount of the Participant's Account Balance shall be paid in the manner and to the person or persons so directed in the domestic relations order. Such payment shall be made without regard to whether the Participant is eligible for a distribution of benefits under the Plan. The Administrator shall establish reasonable procedures for determining the status of any such decree or order and for effectuating distribution pursuant to the domestic relations order.

9.3 IRS Levy

Notwithstanding Article 9.1, the Administrator may pay from a Participant's or Beneficiary's Account Balance the amount that the Administrator finds is lawfully demanded under a levy issued by the Internal Revenue Service with respect to that Participant or Beneficiary or is sought to be collected by the United States Government under a judgment resulting from an unpaid tax assessment against the Participant or Beneficiary.

9.4 Tax Withholding

Contributions to the Plan are subject to applicable employment taxes (including, if applicable, Federal Insurance Contributions Act (FICA) taxes with respect to Elective Deferrals, which constitute wages under section 3121 of the Code). Any benefit payment made under the Plan is subject to applicable income tax withholding requirements (including section 3401 of the Code and the Employment Tax Regulations thereunder). A payee shall provide such information as the Administrator may need to satisfy income tax withholding obligations, and any other information that may be required by guidance issued under the Code.

9.5 Payments to Minors and Incompetents

If a Participant or Beneficiary entitled to receive any benefits hereunder is a minor or is adjudged to be legally incapable of giving valid receipt and discharge for such benefits, or is deemed so by the Administrator, benefits will be paid to such person as the Administrator may designate for the benefit of such Participant or Beneficiary. Such payments shall be considered a payment to such Participant or Beneficiary and shall, to the extent made, be deemed a complete discharge of any liability for such payments under the Plan.

9.6 Mistaken Contributions

If any contribution (or any portion of a contribution) is made to the Plan by a good faith mistake of fact, then within one year after the payment of the contribution and upon receipt in good order of a proper request approved by the Administrator, the amount of the mistaken contribution (adjusted for any income or loss in value, if any, allocable thereto) shall be returned directly to the Participant or, to the extent required or permitted by the Administrator, to the Employer.

9.7 Procedure When Distributee Cannot Be Located

The Administrator shall make all reasonable attempts to determine the identity and address of a Participant or a Participant's Beneficiary entitled to benefits under the Plan. For this purpose, a reasonable attempt means (a) the mailing by certified mail of a notice to the last known address shown on the Pittsville School District's or the Administrator's records, (b) notification sent to the Social Security Administration or the Pension Benefit Guaranty Corporation (under their program to identify payees under retirement plans), and (c) the payee has not responded within 6 months. If the Administrator is unable to locate such a person entitled to benefits hereunder, or if there has been no claim made for such benefits, the funding vehicle shall continue to hold the benefits due such person.

9.8 Incorporation of Individual Agreements

The Plan, together with the Individual Agreements, is intended to satisfy the requirements of section 403(b) of the Code and Income Tax Regulations thereunder. Terms and conditions of the Individual Agreements are hereby incorporated by reference into the Plan, excluding those terms that are inconsistent with the Plan or section 403(b) of the Code.

9.9 Governing Law

The Plan will be construed, administered and enforced according to the Code and the laws of the state of Wisconsin.

9.10 Headings

Headings of the Plan have been inserted for convenience of reference only and are to be ignored in any construction of the provisions hereof.

9.11 Gender

Pronouns used in the Plan in the masculine or feminine gender include both genders unless the context clearly indicates otherwise.

In witness whereof, the Pittsville School District has caused this Plan to be executed this 10 day of April, 2017

PITTSVILLE SCHOOL DISTRICT

By G. J. Davis
(Name)
Superintendent
(Title)

Plan Restatement Effective Date: April 10, 2017

Witnessed by:

Pamela J. Tesch

APPENDIX A

PITTSVILLE SCHOOL DISTRICT
EMPLOYEE SAVINGS PLAN
(403(b) PLAN)

The following represent the District's Approved Vendors as of April 1, 2017:

1. Thrivent Financial
2. Thrivent Mutual Funds
3. Modern Woodmen of America