

provisions of Section 402(c)(11) of the Code. In this case the determination of any required minimum distribution under Section 401(a)(9) of the Code that is ineligible for rollover shall be made in accordance with IRS Notice 2007-7, Q&A-17 and 18.

(c) The term “Eligible Retirement Plan” includes a qualified plan described in Section 401(a) of the Code, an annuity plan described in Section 403(a) of the Code, an annuity contract described in Section 403(b) of the Code, an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, or an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan, that accepts the Distributee’s Eligible Rollover Distribution.

(d) An “Eligible Rollover Distribution” is any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include:

(1) Any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee’s designated Beneficiary, or for a period of 10 years or more;

(2) any distribution to the extent such distribution is required under Section 401(a)(9) of the Code;

(3) any hardship distribution;

(4) the portion of any other distribution that is not includible in gross income;  
and

(5) any distribution that is reasonably expected to total less than \$200 during a year.

(e) In the event of a mandatory distribution greater than \$1,000, in accordance with the provisions of Section 5.2 of the Plan, if the Participant does not elect to have such distribution paid directly to an Eligible Retirement Plan specified by the Participant in a Direct Rollover or to receive the distribution directly, the Plan Sponsor will direct payment of the distribution in a Direct Rollover to an individual retirement plan designated by the Plan Sponsor. For purposes of determining whether a mandatory distribution is greater than \$1,000, the portion of the Participant’s distribution attributable to any rollover contribution is included.

(f) The Vendor shall provide, within a reasonable time period before making an 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.

(g) A Direct Rollover of a distribution from a Roth Elective Deferral Account under the Plan shall only be made to another Roth Elective Deferral Account under an applicable

retirement plan described in Section 402A(e)(1) of the Code or to a Roth IRA described in Section 408A of the Code, and only to the extent the rollover is permitted under the rules of Section 402(c) of the Code.

**5.8 Distribution of Death Benefits.** Upon the death of a Participant, distributions shall be made to the Participant's Beneficiary consistent with a reasonable and good faith interpretation of the requirements of Section 401(a)(9) of the Code and the Income Tax Regulations. In the event no valid designation of Beneficiary exists, or if the Beneficiary is not alive at the time of the Participant's death, the death benefit shall be distributed to the person or persons determined under the rules of the applicable Individual Agreements or, if none, to the Participant's estate.

(a) If the Participant dies on or after the Required Beginning Date (as defined in Section 5.3) and distribution commenced in the form of annuity payments, the remaining portion of the Participant's interest will continue to be distributed under the annuity contract option chosen. Otherwise the remaining portion of his or her interest will be distributed at least as rapidly as follows:

(1) If the designated Beneficiary is someone other than the Participant's surviving spouse, the remaining interest will be distributed over the remaining life expectancy of the designated Beneficiary, with such life expectancy determined using the Beneficiary's age as of his or her birthday in the year following the year of the Participant's death, or over the period described in paragraph (3) below if longer.

(2) If the Participant's sole designated Beneficiary is the Participant's surviving spouse, the remaining interest will be distributed over such spouse's life or over the period described in paragraph (3) below if longer. Any interest remaining after such spouse's death will be distributed over such spouse's remaining life expectancy determined using the spouse's age as of his or her birthday in the year of the spouse's death, or, if distributions are being made over the period described in paragraph (3) below, over such period.

(3) If there is no designated Beneficiary, or if applicable by operation of paragraph (1) or (2) above, the remaining interest will be distributed over the Participant's remaining life expectancy determined in the year of the Participant's death.

(4) The amount to be distributed each year under paragraph (1), (2) or (3), beginning with the calendar year following the calendar year of the Participant's death, is the quotient obtained by dividing the value of the Account as of the end of the preceding year by the remaining life expectancy specified in such paragraph. Life expectancy is determined using the Single Life Table in Q&A-1 of Section 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole designated Beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's or Participant's age in the year specified in paragraph (1), (2) or (3) and reduced by 1 for each subsequent year.

(b) If the Participant dies before the Required Beginning Date, his or her entire interest will be distributed at least as rapidly as follows:

(1) If the designated Beneficiary is someone other than the Participant's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Participant's death, over the remaining life expectancy of the designated Beneficiary, with such life expectancy determined using the age of the Beneficiary in the year following the year of the Participant's death, or, if elected, in accordance with paragraph (3) below.

(2) If the Participant's sole designated Beneficiary is the Participant's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Participant's death (or by the end of the calendar year in which the Participant would have attained age 70<sup>1</sup>/<sub>2</sub>, if later), over such spouse's life or, if elected, in accordance with paragraph (3) below. If the surviving spouse dies before distributions are required to begin, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated Beneficiary's remaining life expectancy determined using such Beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph (3) below. If the surviving spouse dies after distributions are required to begin, any remaining interest will be distributed over the spouse's remaining life expectancy determined using the spouse's age as of his or her birthday in the year of the spouse's death.

(3) If there is no designated Beneficiary, or if applicable by operation of paragraph (1) or (2) above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the Participant's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (2) above).

(4) The amount to be distributed each year under paragraph (1) or (2) or (3) is the quotient obtained by dividing the value of the Account (including any outstanding rollover or transfer) as of the end of the preceding year by the remaining life expectancy specified in such paragraph. Life expectancy is determined using the Single Life Table in Q&A-1 of Section 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole designated Beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's age in the year specified in paragraph (1) or (2) and reduced by 1 for each subsequent year.

(c) If the Participant dies before the Required Beginning Date and distributions are made in the form of annuity payments, his or her entire interest will be distributed at least as rapidly as set out below. The interest in the annuity includes the amount of any outstanding rollover and transfer and the actuarial value of any other benefits provided under the annuity such as guaranteed death benefits.

(1) If the designated Beneficiary is someone other than the Participant's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Participant's death, over the remaining life expectancy of the designated Beneficiary, with such life expectancy determined using the age of the Beneficiary in the year following the year of the Participant's death, or, if elected, in accordance with paragraph (3) below.

(2) If the Participant's sole designated Beneficiary is the Participant's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Participant's death (or by the end of the calendar year in which the Participant would have attained age 70½, if later), over such spouse's life or, if elected, in accordance with paragraph (3) below. If the surviving spouse dies before required distributions commence, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated Beneficiary's remaining life expectancy determined using such Beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph (3) below. If the surviving spouse dies after required distributions commence, any remaining interest will continue to be distributed under the annuity contract option chosen.

(3) If there is no designated Beneficiary, or if applicable by operation of paragraph (1) or (2) above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the Participant's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (2) above).

(4) Life expectancy is determined using the Single Life Table in Q&A-1 of Section 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole designated Beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's age in the year specified in paragraph (1) or (2) and reduced by 1 for each subsequent year.

**5.9 In-Plan Roth Rollovers.** A Participant or a Beneficiary who is the surviving spouse of a Participant who is eligible under the terms of the Plan to receive a distribution from an Account in this Plan that is not a Roth Elective Deferral Account may elect, in accordance with rules established by the Plan Sponsor or Contract Administrator, to have some or all of such Account rolled over within this Plan to an In-Plan Roth Rollover Account, provided that such in-Plan rollover satisfies the requirements to qualify as an Eligible Rollover Distribution from the Plan. An amount rolled over to an In-Plan Roth Rollover Account shall be included in the taxable income of the Participant or Beneficiary in the year the in-Plan Roth rollover occurs as if such amount had been distributed from the Plan in a taxable distribution. Thereafter, the In-Plan Roth Rollover Account shall be accounted for separately as any other designated Roth account within the Plan. A distribution that is rolled over in an in-Plan Roth direct rollover is not treated as a distribution for purposes of the loan provisions of the Plan.

## ARTICLE VI

### ROLLOVERS TO THE PLAN AND TRANSFERS

**6.1 Eligible Rollover Contributions to the Plan.** 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 (as such terms are defined in Section 5.7) 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. The Plan shall not accept a rollover contribution that includes after-tax employee contributions other than Roth Elective Deferrals. The Plan will accept rollovers to a Roth Elective Deferral Account only if all of the following requirements are satisfied: (a) The rollover is a direct rollover from another Roth elective deferral account under an applicable retirement plan described in Section 402A(e)(1) of the Code; (b) the rollover is permitted under the rules of Section 402(c) of the Code; and (c) the Vendor obtains information regarding the Participant's tax basis under Section 72 of the Code in the amount rolled over. The Vendor shall establish and maintain for the Participant a separate Account for any Eligible Rollover Distribution paid to the Plan.

**6.2 Plan-to-Plan Transfers to the Plan.** The Plan Sponsor, in its sole discretion, may permit a transfer of assets to the Plan as provided in this Section 6.2. Such a transfer is permitted only if (a) the other plan provides for the direct transfer of assets; (b) the Participant is an Employee or former Employee of the Employer; (c) 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 respect to that Participant or Beneficiary immediately before the transfer; and (d) the transferred amounts are subject to restrictions on distributions that are not less stringent than those imposed by the transferring plan. The Plan Sponsor and any Vendor accepting such transferred amounts may require that the transfer be in cash or other property acceptable to it. The Plan Sponsor 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 Section 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.

**6.3 Plan-to-Plan Transfers from the Plan.** The Plan Sponsor, in its sole discretion, may permit the transfer of assets from the Plan to another plan that satisfies Section 403(b) of the Code in accordance with Section 1.403(b)-10(b)(3) of the Income Tax Regulations. A transfer is permitted under this Section 6.3 only if (a) the other plan provides for the acceptance of plan-to-plan transfers; (b) each affected Participant is an employee or former employee of the employer (or the business of the employer) under the receiving plan; (c) 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 respect to that Participant or Beneficiary immediately before the transfer; and (d) the transferred amounts are subject to restrictions on distributions that are not less stringent than those imposed by this Plan. Upon the transfer of assets under this Section 6.3, 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 Plan Sponsor may require such documentation from the receiving plan as it deems appropriate or necessary to effectuate the transfer in accordance with Section 1.403(b)-10(b)(3) of the Income Tax Regulations and to confirm that the receiving plan satisfies Section 403(b) of the Code.

#### **6.4 Contract and Custodial Account Exchanges.**

(a) A Participant or Beneficiary is permitted to change the investment of his or her Account Balance among the Vendors under the Plan, subject to the terms of the Individual Agreements and uniform procedures established by the Plan Sponsor.

(b) An investment change that includes an investment with a Vendor that is not eligible to receive contributions under Article II (referred to herein as an exchange) is not permitted unless authorized under rules established by the Plan Sponsor and unless the conditions in paragraphs (c) through (f) of this Section 6.4 are satisfied.

(c) The Participant or Beneficiary must have an Account Balance immediately after the exchange that is at least equal to the Account Balance of that Participant or Beneficiary immediately before the exchange (taking into account the Account Balance of that Participant or Beneficiary under both Section 403(b) contracts or custodial accounts immediately before the exchange).

(d) The Individual Agreement with the receiving Vendor has distribution restrictions with respect to the Participant that are not less stringent than those imposed on the investment being exchanged.

(e) The Employer enters into an agreement with the receiving Vendor for the other Annuity Contract or Custodial Account under which the Contract Administrator and the Vendor will from time to time in the future provide each other with the following information:

(1) Information necessary for the resulting Annuity Contract or Custodial Account, or any other Annuity Contract or Custodial Accounts to which contributions have been made by the Employer, to satisfy Section 403(b) of the Code, including the following: (i) the Employer providing information as to whether the Participant's employment with the Employer is continuing, and notifying the Vendor when the Participant has had a Severance from Employment (for purposes of the distribution restrictions in Section 5.1); (ii) the Vendor notifying the Contract Administrator of any hardship withdrawal under Section 5.6 if the withdrawal results in a 6-month suspension of the Participant's right to make Elective Deferrals under the Plan; and (iii) the Vendor providing information to the Contract Administrator or other Vendors concerning the Participant's or Beneficiary's Section 403(b) Annuity Contracts or Custodial Accounts or qualified employer plan benefits (to enable the Vendor to determine the amount of any plan loans and any rollover accounts that are available to the Participant under the Plan in order to satisfy the financial need under the hardship withdrawal rules of Section 5.6); and

(2) Information necessary in order for the resulting Annuity Contract or Custodial Account and any other Annuity Contract or Custodial Account to which

contributions have been made for the Participant by the Employer to satisfy other tax requirements, including the following: (i) the amount of any plan loan that is outstanding to the Participant in order for a Vendor to determine whether an additional plan loan satisfies the loan limitations of Section 4.2, so that any such additional loan is not a deemed distribution under Section 72(p)(1) of the Code; and (ii) information concerning the Participant's or Beneficiary's after-tax employee contributions in order for a Vendor to determine the extent to which a distribution is includible in gross income.

(f) If any Vendor ceases to be eligible to receive Elective Deferrals under the Plan, the Employer will enter into an information sharing agreement as described in Section 6.4(e) to the extent the Employer's contract with the Vendor does not provide for the exchange of information described in Section 6.4(e)(1) and (2).

### **6.5 Permissive Service Credit Transfers.**

(a) If a Participant is also a participant in a tax-qualified defined benefit governmental plan (as defined in Section 414(d) of the Code) that provides for the acceptance of plan-to-plan transfers with respect to the Participant, the Participant may elect to have any portion of the Participant's Account Balance transferred to the defined benefit governmental plan. A transfer under this Section 6.5(a) may be made before the Participant has had a Severance from Employment.

(b) A transfer may be made under Section 6.5(a) only if the transfer is either for the purchase of permissive service credit (as defined in Section 415(n)(3)(A) of the Code) under the receiving defined benefit governmental plan or a repayment to which Section 415 of the Code does not apply by reason of Section 415(k)(3) of the Code.

## **ARTICLE VII**

### **INVESTMENT OF CONTRIBUTIONS**

**7.1 Vendors and Funding Vehicles.** The Employer shall have responsibility for selecting and contracting with one or more Vendors and Funding Vehicles authorized to receive contributions under the Plan and may add new Vendors and new Funding Vehicles or eliminate Vendors or Funding Vehicles from the Plan from time to time.

**7.2 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.

**7.3 Exclusive Benefit.** 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.

**7.4 Investment of Contributions.** Each Participant or Beneficiary shall direct the investment of his or her Account among the investment options available under the Annuity

Contracts or Custodial Accounts in accordance with the terms of the Individual Agreements. Transfers and exchanges among Annuity Contracts and Custodial Accounts may be made to the extent provided in the Individual Agreements and permitted under Article VI of the Plan and applicable Income Tax Regulations.

**7.5 Current and Former Vendors.** The Plan Sponsor shall maintain a list of all Vendors under the Plan. Such list is hereby incorporated as part of the Plan. Each Vendor and the Contract 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 that is not eligible to receive contributions 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 Section 6.2 or 6.4), the Contract Administrator and the Vendor shall coordinate information necessary to satisfy Section 403(b) of the Code or other requirements of applicable law.

## ARTICLE VIII

### ADMINISTRATION

**8.1 Plan Sponsor.** The Employer shall serve as the Plan Sponsor. The Employer shall have authority to delegate some or all of the duties of the Plan Sponsor to such individuals, committees or companies as the Employer shall determine appropriate from time to time. If a committee is designated, the committee shall act by a majority of its members either at a meeting or by written consent without a meeting.

The Employer hereby appoints a 403(b) Committee which shall consist of the individuals holding the following listed positions in the District: Chief Financial Officer, Director of Finance, Benefits Coordinator, RNEA President, a Teacher appointed by the District, and an Administrator appointed by the District. If the 403(b) Committee is not functional or is not in existence, the delegated activity will be handled by the Board of Education of the Rockwood R-VI School District and/or its designee(s). The 403(b) Committee will handle Plan administration duties of the Plan Sponsor and the Employer not handled by the Contract Administrator.

**8.2 Duties and Powers.** The Plan Sponsor shall be responsible for coordinating the administration of the Plan according to its terms and consistent with the requirements of Section 403(b) of the Code. The Plan Sponsor shall allocate responsibility for compliance with such requirements among the Plan Sponsor, the Employer, the Contract Administrator and the Vendors as provided in the Plan and in the contracts with the Contract Administrator and the Vendors. These requirements include but are not limited to (a) determining whether an Employee is eligible to participate in the Plan; (b) determining whether contributions comply with the applicable limitations; (c) determining whether hardship withdrawals and loans comply with applicable requirements and limitations; (d) determining that any distributions, transfers, rollovers or purchases of service credit comply with applicable requirements and limitations; (e) maintaining a list of all Vendors under the Plan; (f) determining that the requirements of the Plan and Section 403(b) of the Code are properly applied; and (g) determining the status of domestic relations orders.



**8.3 Discretionary Authority.** The Plan Sponsor shall have full discretion and authority to interpret the Plan provisions and to decide all questions concerning the Plan. All interpretations, determinations and decisions of the Plan Sponsor for which there is a rational basis shall be final and legally binding on each Participant or Beneficiary, and all other persons or entities.

**8.4 Advisors.** The Plan Sponsor shall have the authority to hire third party administrators, consultants, agents, attorneys, accountants or other persons for such purposes as the Plan Sponsor considers necessary or desirable.

**8.5 Administrative Rules and Procedures.** The Plan Sponsor shall have authority to establish and enforce such rules, regulations and procedures as it shall deem necessary or proper for the efficient administration of the Plan. All such rules, regulations and procedures shall be binding on all Participants and Beneficiaries.

**8.6 Payment of Expenses.** The reasonable expenses of the Plan Sponsor, including fees of any person or company retained to assist or advise the Plan Sponsor, shall be paid from the assets of the Plan or may be charged to the Employer, as determined by the Plan Sponsor from time to time. The Plan Sponsor may, in its sole discretion, allocate specific categories of Plan expenses to the accounts of the Participants or Beneficiaries to which the expenses are attributable. Plan expenses that are not specifically allocated and are not paid by the Employer shall be charged to the accounts of Participants and Beneficiaries in proportion to their respective Account Balances.

## ARTICLE IX

### AMENDMENT AND PLAN TERMINATION

**9.1 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.

**9.2 Amendment and Termination.** The Employer reserves the right to amend or terminate the Plan at any time; provided, however, that no amendment shall reduce the amount of the Participant's vested Account balance, as determined as of the date of the amendment, except as permitted under the Code and applicable regulations promulgated thereunder.

**9.3 Distribution upon Termination of the Plan.** Upon complete termination of the Plan and subject to any restrictions contained in the Individual Agreements, all Accounts shall be transferred or distributed; provided that, distribution is permitted only if 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. If the Employer continues to maintain a Section 403(b) plan for the benefit of its Employees, such plan shall be treated as a continuation and

successor of the Plan and the Accounts of the Participants (including former Participants) shall be included as accounts under such successor plan of the Employer.

## ARTICLE X

### MISCELLANEOUS

**10.1 Non-Assignability.** Except as provided in Sections 10.2 and 10.3, 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.

**10.2 Domestic Relation Orders.** 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 Plan Sponsor shall establish reasonable procedures for determining the status of any such decree or order and for effectuating distribution pursuant to the qualified domestic relations order.

**10.3 IRS Levy.** The Plan Sponsor may authorize payment from a Participant's or Beneficiary's Account Balance the amount that the Plan Sponsor 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.

**10.4 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 Contract Administrator or Vendor may need to satisfy income tax withholding obligations, and any other information that may be required by guidance issued under the Code.

**10.5 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 Plan Sponsor, benefits will be paid to such person as the Plan Sponsor 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.

**10.6 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 Contract 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 Plan Sponsor, to the Employer.

**10.7 Procedure When Distributee Cannot Be Located.** The Employer 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. If the Employer 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.

**10.8 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 the 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.

**10.9 Governing Law.** The Plan will be construed, administered and enforced according to the Code and the laws of the State of Missouri.

**10.10 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.

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

**10.12 Funding Vehicles.** The Employer shall make all contributions, including Elective Deferrals, to the Funding Vehicles designated by the Plan Sponsor as Funding Vehicles under the Plan.

**IN WITNESS WHEREOF**, the undersigned has executed this Plan document on behalf of the Employer this 9<sup>th</sup> day of March, 2017.

**Rockwood R-VI School District**

By: 

Title: President, Board of Education