City of Biddeford
School Committee
November 08, 2023 4:00 PM Little Theater at BHS

A. Call to Order:

B. Roll Call:

C. Pledge of Allegiance:

D. Adjustments to Agenda:

E. Consideration of Minutes:

E.1. Minutes 10/25/2023

F. Consent Agenda

F.1. Nominations:

Appointments:
Cambamba Paciencia ~ BHS Ed Tech I ~ Replacing Hauraa AlSilawi
Lori White ~ JFK Ed Tech III
Kristina Wilson ~ JFK Ed Tech II
Elisa Pharo ~ BMS Ed Tech III
Nicole Nisbet ~ JFK Ed Tech II ~ Replacing Holly Ross
Robert Devou ~ Full-Time Bus Driver replacing Robert Caya
BMS Stipends
Resignations:
Vito Mininni ~ BRCOT Carpentry Instructor
Robert Caya ~ Full Time Bus Driver ~ Retirement
Transfers:
Holly Ross ~ JFK Behavior Ed Tech II to JFK Ed Tech III

Stipend nominations BMS.xlsx - 2023-2024.pdf

G. Superintendent's Report:

H. Committee Reports: Finance/Building, Grounds; Curriculum; Policy; Waterhouse Advisory Committee

I. Old Business:

J. New Business: Public participation opportunity after each item listed below (3 minutes per item)

J.1. METY Update

October 1st Enrollment Count
Vote to amend and restate Biddeford School Department 403(b) Plan
School Calendar Adjustment Request
Approval of Assistant Transportation Director Position
School Bond Vote Results

Fall NWEA Memo 11.8.23 Biddeford.pdf
Oct. 1 FY2024_Biddeford.pdf

Biddeford 403 B Plan Document (amended and restated).pdf
School Day Waiver - Lewiston.pdf

K. Public Participation: (3 minutes; any item)

L. Communications:

M. Executive Session:

N. Adjournment:

FALL	Coach/Leader Name	Stipend	Nominated	Approved by Board
Head Middle School Football Grade 8	Gary Pleau	$3,644.73	7/26/2023	8/9/2023
Head Middle School Football Grade 7	Gary Pleau	$3,644.73	7/26/2023	8/9/2023
Football Assistant	Kelly O'Guinn	$2,186.84	7/26/2023	8/9/2023
Football Assistant	Jay Demick	$2,186.84	7/26/2023	8/9/2023
8th Grade Boys Soccer Coach	Robert Martens	$2,429.82	7/26/2023	8/9/2023
8th Grade Girls Soccer Coach	Mikayla Sinitris	$2,429.82	9/8/2023	9/23/2023
Grade 7 Field Hockey Coach	Hailey Allen	$2,429.82	8/12/2023	8/23/2023
Grade 8 Field Hockey	Stephanie Coleman	$2,429.82	8/12/2023	8/23/2023
Middle School Volleyball	Ann Burton	$2,227.34	10/6/2023	10/11/2023
Middle School Cross Country Coach	Justin Russo	$2,024.85	8/12/2023	8/23/2023
Athletic Director	Karl Lebreux	$10,500.00	8/12/2023	8/23/2023
Grade 5 Cross Country	Eli Arseneault	$809.94	10/6/2023	10/11/2023
Boys Soccer Coach Grades 6 & 7	Marc Boissoneault	$2,429.82	9/8/2023	9/23/2023
Girls Soccer Coach Grades 6 & 7	Jon Petacci	$2,429.82	9/8/2023	9/23/2023
WINTER	Coach's Name	Stipend	Nominated	Approved by Board
Middle School Winter Cheering Co-Coach				
Middle School Winter Cheer Co-Coach				
Grade 7 Boys Basketball	Kelly O'Guinn	$3,239.76	10/25/2023	
Boys Basketball Grade 8	Derek Gaudreau	$3,239.76	10/25/2023	
Grade 7 Girls Basketball	Faith Sheehan	$3,239.76	10/25/2023	
Grade 8 Girls Basketball	Don Stanhope	$3,239.76	10/25/2023	
Third Team Boys Basketball BMS				
BMS Wrestling Head Coach				
Middle School Indoor Track Head Coach				
Middle School Indoor Track Assistant Coach				
Middle School Indoor Track Assistant Coach				
Unified Basketball Head Coach				
Unified Basketball Assistant BMS				
SPRING	Coach's Name	Stipend	Nominated	Approved by Board

FALL	Coach/Leader Name	Stipend	Nominated	Approved by Board
Grade 7 Baseball Coach				
Grade 8 Baseball Coach				
Grade 7 Softball Coach				
Grade 8 Softball Coach				
Head Outdoor Track Coach				
Assistant Coach Outdoor Track				
Girls LAX Coach				
Outdoor Track Head Coach				
Boys LAX Coach				
Non Athletic Stipends	**Recommended**	**Stipend**	**Nominated**	**Approved by Board**
IA Equipment Maintenance				
Social Studies Curriculum Leader				
MS Curriculum Lead				
YEARBOOK	ANNE MARIE DUGUAY	$2,429.82	9/20/2023	9/27/2023
MATH CURRICULUM LEADER	LINDA DESCOTEAUX	$809.94	9/20/2023	9/27/2023
SCIENCE CURRICULUM LEADER	CHELSEA BRITTAIN	$809.94	9/20/2023	9/27/2023
ELA CURRICULUM LEADER	SUSANNA SHARPE	$809.94	9/20/2023	9/27/2023
CURRICULUM LEADER	SUSANNA SHARPE	$2,024.85	9/20/2023	9/27/2023
JAZZ INSTRUCTOR	DAVE STEBBINS	$2,229.00	9/20/2023	9/27/2023
CHORAL INSTRUCTOR	ANN GUINEY	$2,024.85	9/20/2023	9/27/2023
DRAMA INSTRUCTOR	COLEEN HATT	$2,024.85	9/20/2023	9/27/2023
DRAMA ASST ADVISOR	ROB PETIT	$1,214.91	9/20/2023	9/27/2023
INSTRUMENTAL INSTRUCTOR	AMY DELORGE	$2,834.79	9/20/2023	9/27/2023
CIVIL RIGHTS	SAMARA YANDELL	$852.00	9/20/2023	9/27/2023
CIVIL RIGHTS	GUSTAVI GOMEZ	$852.00	9/20/2023	9/27/2023
TEAM LEADER GRADE 7	KAREN BOUCHARD	$1,214.91	9/20/2023	9/27/2023
TEAM LEADER GRADE 7	COLEEN HATT	$1,214.91	9/20/2023	9/27/2023
TEAM LEADER GRADE 6	LANDYN BOWERS	$1,214.91	9/20/2023	9/27/2023
TEAM LEADER GRADE 6	TAYLOR FAUTH	$1,214.91	9/20/2023	9/27/2023
TEAM LEADER GRADE 5	DEBBIE CHAPMAN	$1,214.91	9/20/2023	9/27/2023
TEAM LEADER GRADE 5	LIZ LEBLANC	$1,214.91	9/20/2023	9/27/2023
TEAM LEADER SPECIAL ED	COLLEEN DOIRON	$1,214.91	9/20/2023	9/27/2023

FALL	Coach/Leader Name	Stipend	Nominated	Approved by Board
TEAM LEADER UNIFIED ARTS	SAMARA YANDELL	$1,214.91	9/20/2023	9/27/2023
TIGER DANCE	KATHERINE TRUMAN	$2,025.00	10/6/2023	10/11/2023
CHESS CLUB	KATIE SILVA	$810	10/6/2023	10/11/2023
DUNGEONS AND DRAGONS	**LANDYN BOWERS**	**$810**	**10/25/2023**	

Biddeford Schools

est. 1848

MEMO

TO: Jeremy Ray, Superintendent

FROM: Mandy Cyr

RE: Maine Through Year, Spring 2023

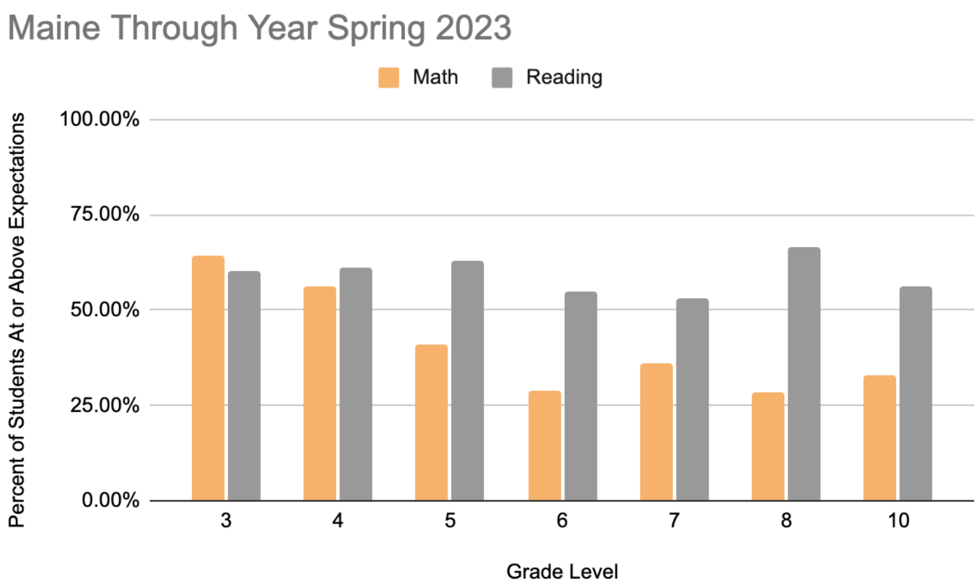
DATE: November 3, 2023

The Northwest Evaluation Association's Measures of Academic Progress (MAP) is an assessment administered in the Biddeford School Department three times throughout the year for students in grades K through junior year in high school. Students take this computerized test in up to two different areas during the fall and winter assessment windows (Math and Reading). Each assessment takes approximately 30-90 minutes. The assessment is adaptive, which means that test questions change in response to student answers, becoming more or less challenging to meet a student's current level of performance.

In the spring of 2023, students completed the Maine Through Year as their summative assessment. Though the test appeared to students as the Northwest Evaluation Association's Measures of Academic Progress (MAP) and was administered through a similar platform, the assessment included a portion of grade-level questions and the usual MAP growth adaptive questions. Student achievement is measured both according to grade level common core state standards as well as according to the RIT score, which will allow for the comparison of growth across students and time. The school department recognizes that while using these scores to understand student progress and performance, they must be viewed within a broader context to understand each student's strengths and areas for growth. The graphs below show student performance on subject area tests for each grade level.

NWEA Growth and Maine Through Year Assessment

- Parent reports are significantly delayed as compared to past administrations. Parent reports for Spring testing will include an additional report that shows student achievement as well as the NWEA parent report that they are used to seeing (projected to be available after November 11, 2023)
- Students in grades 3-8 (and 10th grade) will be administered the Maine Through Year each spring
- Students in all grades 1-11 will take the regular MAP Growth assessment in the Fall and Winter, with grades 1-2, 9, and 11 also taking MAP Growth in the spring
- Student Experience
    - Students at high achievement levels are exposed to fewer above-grade level questions, which may have been unable to show growth at the uppermost RIT scores
    - Students below grade level may have experienced increased frustration due to an increase in "on grade level" questions that may be above their grade level



Next steps:

- Building administrators will review data to look at student growth over time, trends in cohort data, and grade-level trends.
- We will continue to work with the Department of Education to understand the implications of changes to Maine Through Year reporting and advocate for timely data to share with staff and families.

October 1st Student Enrollment Count
Fiscal Year 2024

SAU/District Name: Biddeford Public Schools

Data For Collection Year: 2023-2024

Schedule: 10/01/2023

Reporting Period: 1st October, 2023

Submission Due Date: 10/15/2023

Content Area: Maine Education Data Management System

DOE Contact: MEDMS Helpdesk 2076246896

Special Education Child Count (EF-S-05 Part 1) Summary :

Autism	88
Deaf-blindness	0
Developmental delay	18
Emotional disturbance	33
Hearing impairment	0
Intellectual Disability	17
Multiple disabilities	31
Orthopedic impairment	0
Other health impairment	159
Specific learning disability	114
Speech or language impairment	70
Traumatic brain injury	1
Visual impairment	0
Total	531

Certified By: jray@biddefordschools.me
Certified Date: 11/3/2023 9:43:28 AM

EPS Oct. 1 Count Summary for Subsidy Allocation Calculation :

Search:

Attending School	Counts Attending	Counts Subsidy	Equiv Instruction	Counts Economic Status	Counts SPED	Counts EL	Counts PK	Counts K-2	Counts K-8	Counts 9-12
Biddeford High School	896	882	0.25	520	195	103	0	0	206	676
Biddeford Intermediate School	329	329	0.00	186	67	37	0	0	329	0
Biddeford Middle School	497	494	0.25	301	103	72	0	0	494	0
Biddeford Primary School	368	366	0.75	222	100	54	0	366	366	0
John F Kennedy Memorial School	301	301	0.00	185	66	49	112	189	189	0
Grand Totals:	2391	2372	1.25	1414	531	315	112	555	1584	676

Previous

	Counts Attending	Counts Subsidy	Equiv Instruction	Counts Economic Status	Counts SPED	Counts EL	Counts PK	Counts K-2	Counts K-8	Counts 9-12
October FY 2023 Totals	2307	2288	1.25	1258	483	**200**	**91**	530	1503	694
Difference (October FY 2024 to October FY 2023)	84	84	0	156	48	**115**	**21**	25	81	-18
% Difference	3.64%	3.67%	0.00%	12.40%	9.94%	**57.50%**	**23.08%**	4.72%	5.39%	-2.59%

I certify that the above information is accurate for this reporting period to the best of my knowledge and belief.

CANCEL

Certified By: jray@biddefordschools.m
Certified Date: 11/3/2023 9:43:38 AM
Accepted By:
Accepted Date:

Amended and Restated Biddeford School Department 403(b) Plan

Section 1
Definition of Terms Used

The following words and terms, when used in the Plan, have the meaning set forth below.

1.1 **"Account"**: The account or accumulation maintained for the benefit of any Participant or Beneficiary under an Annuity Contract or a Custodial Account.

1.2 **"Account Balance"**: 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 Section 7 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).

1.3 **"Administrator"**: Executive Director

1. 4 **"Annuity Contract"**: A nontransferable contract as defined in section 403(b)(1) of the 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 Maine and that includes payment in the form of an annuity.

1.5 **"Beneficiary"**: The designated person who is entitled to receive benefits under the Plan after the death of a Participant, subject to such additional rules as may be set forth in the Individual Agreements.

1.6 **"Custodial Account"**: The group or individual custodial account or accounts, as defined in section 403(b)(7) of the Code, established for each Participant by the Employer, or by each Participant individually, to hold assets of the Plan.

1.7 **"Code"**: The Internal Revenue Code of 1986, as now in effect or as hereafter amended. All citations to sections of the Code are to such sections as they may from time to time be amended or renumbered.

1.8 **"Compensation"**: 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 Section 2 made to reduce compensation in order to have Elective Deferrals under the Plan).

1.9 **"Disabled"**: The definition of disability provided in the applicable Individual Agreement.

1.10 **"Elective Deferral"**: The Employer contributions made to the Plan at the election of the Participant in lieu of receiving cash compensation. Elective Deferrals are limited to pre-tax salary reduction contributions.

1.11 **"Employee"**: 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.

1.12 **"Employer"**: Biddeford School Department

1.13 **"Funding Vehicles "**: The Annuity Contracts or Custodial Accounts issued for funding amounts held under the Plan and specifically approved by Employer for use under the Plan.

1.14 **"Includible Compensation"**: An Employee's actual wages in box 1 of Form W-2 for a year for services to the Employer, but subject to a maximum of $290,000 (for 2021 or such higher maximum 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.

1.15 **"Individual Agreement"**: The agreements between a Vendor and the Employer or a Participant that constitutes or governs a Custodial Account or an Annuity Contract.

1.16 **"Participant"**: 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.

1.17 **"Plan"**: Biddeford School Department 403(b) Plan 403(b) Plan.

1.18 "**Plan year"**: The calendar year.

1.19 **“Related Employer”**: 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.

1.20 “**Severance from Employment"**: For purpose of the Plan, Severance from Employment 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).

1.21 “**Vendor"**: The provider of an Annuity Contract or Custodial Account. A copy of approved vendors is attached hereto as Exhibit A.

1.22 **"Valuation Date"**:

Section 2
Participation and Contributions

2.1 **Eligibility.**

(a) Elective Deferrals**:** Each Employee shall be eligible to participate in the Plan and elect to have Elective Deferrals made on his or her behalf hereunder immediately upon becoming employed by the Employer.

(b) Employer and Matching Contributions: Employer and/or matching contributions may be made as required by applicable individual employment agreements or collecting bargaining agreements.

2.2 **Compensation Reduction Election.** (a) **General Rule.** An Employee elects to become a Participant by executing an election to reduce his or her Compensation (and have that amount contributed as an Elective Deferral on his or her behalf) and filing it with the Administrator. This Compensation reduction election shall be made on the agreement provided by the Administrator under which the Employee agrees to be bound by all the terms and conditions of the Plan. The Administrator may establish an annual minimum deferral amount no higher than $200, and may change such minimum to a lower amount from time to time. The participation election shall also include designation of the Funding Vehicles and Accounts therein to which Elective Deferrals are to be made and a designation of Beneficiary. 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 in accordance with 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.

2.3 **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.

2.4 **Change in Elective Deferrals Election.** Subject to the provisions of the applicable Individual Agreements or collective bargaining agreements, an Employee may at any time 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.

2.5 **Contributions Made Promptly.** 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. 2.6

2.6 **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.

2.7 **HEART Act.** In the case of a Participant who dies on or after January 1, 2007 while performing qualified military service (as defined in §414(u) of the Code), the survivors of the Participants are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan had the Participant resumed and then terminated employment on account of death. Continued benefit accruals pursuant to the Heroes Earnings and Assistance Tax Relief Act of 2008 (the HEART Act) are not provided.

2.8 **Employer Contributions**. Employees may be eligible for discretionary employer contributions (non salary reduction) and/or matching contributions as described in **Section 3** below as may be provided under any applicable collective bargaining agreement, employment agreement, or other written agreement with the Employer. No such contributions may exceed the applicable contribution limits.

Section 3
Employer Contributions

3.1 **Employer Contributions and Matching Contributions**.

(a) Employer Contributions: The Employer may, in its sole discretion, make non-elective discretionary employer contributions to the Plan on behalf of Employees at such time and in such amount as determined by the Employer and/or provided for under any applicable collective bargaining agreement, employment agreement, or other written agreement, subject to any limitations imposed under applicable law or under any applicable collective bargaining agreement, employment agreement or other written agreement.

(b) Matching Contributions: Matching contributions may be made as provided by applicable individual employment agreements or collecting bargaining agreements subject to any limitations imposed under applicable law or under any applicable collective bargaining agreement, employment agreement or other written agreement.

3.2 **Investment of Employer and Matching Contributions**. Employer and/or matching contributions made to the Plan pursuant to Section 3.1 shall be invested in the Funding Vehicles as selected by the Participant in his or her compensation reduction election, in accordance with Section 2.2 of the Plan and as permitted by applicable Individual Agreements. Such Employer and/or matching contributions shall be allocated to the Participant's employer contributions account in each Funding Vehicle in which such contributions are invested. The Participant's employer contributions account shall hold the Participant's total Vested interest (including any earnings and losses attributed thereto) under the Plan resulting from Employer and/or matching contributions.

3.3 **Deposit of Employer Contributions**. Employer and/or matching contributions made pursuant to Section 3.1 to the Plan shall be transferred to the applicable Funding Vehicles with a reasonable period of time following the date of contribution but in no event later than thirty (30) days following the end of the Plan Year to which such contributions are attributable.

3.4 **Vesting**. A Participant shall be 100% Vested in any Employer non-elective discretionary contribution and/or matching contributions made to the Plan as of the date such contribution is made to the Plan.

3.5 **Maximum Annual Additions.**

(a) The maximum permissible Annual Additions that may be contributed or allocated to each Participant' s account under the Plan for any calendar year shall not exceed the lesser of:

(i) $58,000 (for 2021), as adjusted for increases in the cost of living under Code section 415(d), or

(ii) 100 percent of the Participant's Includible Compensation for the calendar year.

(b) For purposes of this section, "Annual Additions" means, for any calendar year, the sum of Elective Deferrals (except age 50 catch-up annual deferral contributions, to the extent permitted under Section 4.3 of the Plan), and Employer Contributions made to the Participant's Account under the Plan and the sum of any employee and employer contributions made on behalf of such individual under any Code section 40l(a) qualified defined contribution plan, simplified employee pension plan (as defined in Code section 408(k)) or individual medical account (as defined in Code section 415(l)(2)) sponsored by the Employer or any other Code section 403(b) plan, whether or not sponsored by the Employer.

(c) If a Participant has a "controlling interest" in another employer and participates in that employer's qualified 40l(a) defined contribution plan, an individual medical account (as defined in Code section 415(l)(2)) or simplified employee pension (as defined in Code section 408(k)) which provides Annual Additions, the amount of Annual Additions which may be credited to a Participant's Account for any calendar year will not exceed the maximum permissible amount described in subsection (a), taking into account contributions that have been allocated to such other plans as described in this subsection.

(d) If the Annual Additions are greater than the maximum permissible amount described in subsection (a) in a calendar year, no amount shall be contributed to the Participant's Account under the Plan for that calendar year. If there is any such excess amount under the Plan, the Administrator shall direct the Vendor as to the appropriate method of correction of such excess amounts in accordance with the Code and applicable Treasury Regulations. If timely correction of such excess is not made, such excess shall remain in the Plan and will be separately accounted for in accordance with Treasury Regulations section 1.403(b)-4(f) and Code section 403(c).

3.6. **USERRA Make-Up Contribution**. If non-discretionary Employer contributions Section 3 are made to the Plan for a period during which a Participant's employment was interrupted by qualified military service under Code section 414(u) or the Participant was on a leave of absence for qualified military service under Code section 414(u), upon the Participant's resumption of employment with the Employer, the Employer shall make a contribution to the Plan on behalf of the Participant in an amount equal to what the Participant would have received if he or she had not been on a leave of absence under Code section 414(u). Such amounts shall be determined in accordance with USERRA and regulations thereudner. Any additional Employer contributions made to the Plan in accordance with USERRA shall not be subject to the annual contribution limits set forth in Section 4 of the Plan for the calendar year in which such amounts are contributed, but will be subject to the limits set for the calendar year to which the contributions relate.

Section 4
Limitations on Amounts Deferred

4.1 **Basic Annual Limitation.** Except as provided in Sections 4.2 and 4.3, the maximum amount of the Elective Deferral under the Plan for any calendar year shall not exceed the lesser of (a) the applicable dollar amount or (b) the Participant's Includible Compensation for the calendar year. The applicable dollar amount is the amount established under section 402(g)(1)(B) of the Code, which is $19,500 for 2021, and is adjusted for cost-of-living after 2021 to the extent provided under section 415(d) of the Code.

4.2 **Special Section 403(b) Catch-up Limitation for Employees With 15 Years of Service**. 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 Section 3.1(a) for any "qualified employee" is increased (to the extent provided in the Individual Agreements) by the least of:
(a) $3,000;
(b) The excess of:
(1) $15,000, over
(2) The total special 403(b) catch-up elective deferrals made for the qualified employee by the qualified organization for prior years; or
(c) The excess of:
(1) $5,000 multiplied by the number of years of service of the employee with the qualified organization, over
(2) The total Elective Deferrals made for the employee by the qualified organization for prior years.
For purposes of this Section 4.2, a "qualified employee" means an employee who has completed at least 15 years of service taking into account only employment with the Employer.

4.3 **Age 50 Catch-up Elective Deferral 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 a year is $6,500 for 2021, and is adjusted for cost-of-living after 2021 to the extent provided under the Code.

4.4 **Coordination**. Amounts in excess of the limitation set forth in Section 4.1 shall be allocated first to the special 403(b) catch-up under Section 4.2 and next as an age 50 catch-up contribution under Section 4.3. However, in no event can the amount of the Elective Deferrals for a year be more than the Participant's Compensation for the year.

4.5 Special Rule for a Participant Covered by Another Section 403(b) Plan.
For purposes of this Section 4, if the Participant is or has been a participant in one or more other plans under section 403(b) of the Code (and any other plan that permits elective deferrals under section 402(g) of the Code), then this Plan and all such other plans shall be considered as one plan for purposes of applying the foregoing limitations of this Section 4. For this purpose, the Administrator shall take into account any other such plan maintained by any Related Employer and shall also take into account any other such plan for which the Administrator receives from the Participant sufficient information concerning his or her participation in such other plan. Notwithstanding the foregoing, another plan maintained by a Related Entity shall be taken into account for purposes of Section 4.2 only if the other plan is a § 403(b) plan.

4.6 **Correction of Excess Elective Deferrals.** If the Elective Deferral on behalf of a Participant for any calendar year exceeds the limitations described above, or the

Elective Deferral on behalf of a Participant for any calendar year exceeds the limitations described above when combined with other amounts deferred by the Participant under another plan of the employer under section 403(b) of the Code (and any other plan that permits elective deferrals under section 402(g) of the Code for which the Participant provides information that is accepted by the Administrator), then the Elective Deferral, to the extent in excess of the applicable limitation (adjusted for any income or loss in value, if any, allocable thereto), shall be distributed to the Participant.

4.7 **Protection of Persons Who Serve in a Uniformed Service.** An Employee whose employment is interrupted by qualified military service under section 414(u) of the Code or who is on a leave of absence for qualified military service under section 414(u) of the Code may elect to make additional Elective Deferrals upon resumption of employment with the Employer equal to the maximum Elective Deferrals that the Employee could have elected during that period if the Employee's employment with the Employer had continued (at the same level of Compensation) without the interruption or leave, reduced by the Elective Deferrals, if any, actually made for the Employee during the period of the interruption or leave. Except to the extent provided under section 414(u) of the Code, this right applies for five years following the resumption of employment (or, if sooner, for a period equal to three times the period of the interruption or leave).

Section 5
Loans

Loans are not permitted under the Plan.

Section 6
Benefit Distributions

6.1 **Benefit Distributions At Severance from Employment or Other Distribution Event**. Except as permitted under Section 4.6 (relating to excess Elective Deferrals), Section 6.4 (relating to withdrawals of amounts rolled over into the Plan), Section 6.5 (relating to hardship), or Section 9.3 (relating to termination of the Plan), distributions from a Participant's Account may not be made earlier than the earliest of the date on which the Participation has a Severance from Employment, dies, becomes Disabled, or attains age $59^1/_2$. 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 $5,000 (determined without regard to any separate account that holds rollover contributions under Section 7.1) 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(a) **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 of the Income Tax Regulations, except as provided in § 1.403(b)-6(e) of the Income Tax Regulations.

(b) For Participant's who dies after December 31, 2020, subsections (c), (d), and (e) apply:

(c) 10-Year Rule. If the distributee of a deceased Participant's Account is a Designated Beneficiary who is not an Eligible Designated Beneficiary , the Plan will fully distribute the Account by December 31 of the tenth year following the Participant's death.

(d) Beneficiary Death. If an Eligible Designated Beneficiary dies before receiving distribution of the beneficiary's entire interest in the Participant's Account, the Plan will distribute such interest in full no later than December 31 of the tenth year following the year of the Eligible Designated Beneficiary's death. If a Participant died before the effective date of this section, the limitations of this section shall apply to distributions to the Beneficiary of the Participant's Designated Beneficiary if the Participant's Designated Beneficiary dies after the effective date of this section.

(e) Definitions. A distributee is a "Designated Beneficiary " if the individual is described in §1.401(a)(9)-4 of the Treasury Regulations. An individual is an "Eligible Designated Beneficiary " of a Participant if the individual qualifies as a Designated Beneficiary and is (i) the Participant's spouse, (ii) the Participant's child who has not reached the age of majority (as defined for purposes of Code §401(a)(9)(F)), (iii) an individual not more than 10 years younger than the Participant, (iv) a disabled individual, as defined in Code §72(m)(7), or (v) an individual who has been certified to be chronically ill (as defined in Code §7702B(c)(2)) for a reasonably lengthy period or indefinitely. Certain trusts will be treated as eligible designated beneficiaries pursuant to Code §401(a)(9)(H)(iv) and (v). When a child of the Participant reaches the age of majority, the Plan will distribute the child's Account in full no later than 10 years after the child's attainment of majority.

6.4 **In-Service Distributions From Rollover Account.** If a Participant has a separate account attributable to rollover contributions to the plan, to the extent permitted by the applicable Individual Agreement, the Participant may at any time elect to receive a distribution of all or any portion of the amount held in the rollover account.

6.5 **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, and to the extent permitted § 1.401(k)-1(d)(3) of the Income Tax Regulations generally. For hardship withdrawals before January 1, 2020, and 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. For hardship withdrawals on or after January 1, 2020, this 6-month suspension of Elective Deferrals shall no longer apply under this Plan.

(b) Hardship withdrawals shall only be permitted under the Plan to the extent that to the withdrawal is both: (i) made on account of any immediate and heavy financial need of the Participant and is necessary to satisfy the financial need under § 1.401(k)-1(d)(3) of the Income Tax Regulations.

(i) *On Account of An Immediate and Heavy Financial Need*: For this purpose, a withdrawal will be deemed to be made on account of an immediate and heavy financial need of the Participant if the distribution is for qualifying costs under § 1.401(k)-1(d)(3)(ii)(B) and (C) of the Income Tax Regulations.

(ii) *Necessary to Satisfy An Immediate and Heavy Financial Need*: For this purpose, a withdrawal will be treated as necessary to satisfy an immediate and heavy financial need only to the extent the amount of the withdrawal is not in excess of the amount required to satisfy the financial need (including any amounts necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from the distribution). A distribution is not treated as necessary to satisfy an immediate and heavy financial need of a Participant unless each of the following requirements is satisfied: (1) the Participant has obtained all other currently available distributions under the Plan and all other plans of deferred compensation, whether qualified or nonqualified, maintained by the Employer; (2) the Participant has provided to the Administrator a representation in writing (including by using an electronic medium as defined in §1.401(a)- 21(e)(3)), or in such other form as may be prescribed by the IRS, that he or she has insufficient cash or other liquid assets reasonably available to satisfy the need; and (3) the Administrator does not have actual knowledge that is contrary to the representation

6.6 **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 402(c)(4) of the Code) from the Plan paid directly to an eligible retirement plan (as defined in section 402(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.

Section 7
Rollovers to the Plan and Transfers

7.1 **Eligible Rollover Contributions to the Plan.**
(a) **Eligible Rollover Contributions**. 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. However, in no event does the Plan accept a rollover contribution from a Roth elective deferral account under an applicable retirement plan described in section 402A(e)(1) of the Code or a Roth IRA described in section 408A of the Code.
(b) Eligible Rollover Distribution. For purposes of Section 7.1(a), 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(a) of the Code, an individual retirement annuity 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 eligible rollover distribution.

(c) Separate Accounts. 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. (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 this Section 7.2. 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 respect 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 Section 4.

7.3 **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 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 Section 7.3(a) only if the Participants or Beneficiaries are employees or former employees of the employer (or the business 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 Section 7.3, 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 Administrator may require such documentation from the receiving plan as it deems appropriate or necessary to comply with this Section 7.3 (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.

7.4 **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. However, an investment change that includes an investment with a Vendor that is not eligible to receive contributions under Section 2 (referred to below as an exchange) is not permitted unless the conditions in paragraphs (b) through (d) of this Section 7.4 are satisfied.

(b) 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).
(c) 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.
(d) The Employer enters into an agreement with the receiving Vendor for the other contract or custodial account under which the Employer and the Vendor will from time to time in the future provide each other with the following information:

(1) Information necessary for the resulting contract or custodial account, or any other 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 6.1); (ii) the Vendor notifying the Employer of any hardship withdrawal under Section 6.5; and (iii) the Vendor providing information to the Employer or other Vendors concerning the Participant's or Beneficiary's section 403(b) contracts or custodial accounts or qualified employer plan benefits (to enable a 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 6.5, if applicable)

(2) Information necessary in order for the resulting contract or custodial account and any other 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 5.3, so that any such additional loan is not a deemed distribution under section 72(p)(1); 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.
(e) 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 7.4(d) to the extent the Employer's contract with the Vendor does not provide for the exchange of information described in Section 7.4(d)(1) and (2).

7.5 **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, then 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 7.5(a) may be made before the Participant has had a Severance from Employment.
(b) A transfer may be made under Section 7.5(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.
(c) In addition, if a plan-to-plan transfer does not constitute a complete transfer of the Participant's or Beneficiary's interest in the transferor plan, the 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).

7.6. **Deemed Severance from Employment**. A Participant is not entitled to receive a distribution of his or her Account Balance on account of a Deemed Severance from Employment. A Deemed Severance from Employment shall mean that solely for purposes of determining withdrawal restrictions under sections 403(b)(7)(A)(ii) and 403(b)(11)(A) of the Code, an individual shall be treated as having been severed from employment during any period the individual is performing service in the uniformed services, as described in section 3401(h)(2) (A) of the Code. However, as described in this Section 7.6, a Participant is not entitled to receive a distribution of his or her Account Balance on account of a Deemed Severance from Employment.

Section 8
Investment of Contributions

8.1 **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.

8.2 **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.

8.3 **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 Section 7.2 or 7.4), 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.

Section 9
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 authority to amend or terminate this Plan at any time.

9.3 **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.

Section 10
Miscellaneous

10.1 **Non-Assignability.** Except as provided in Section 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.** Notwithstanding Section 10.1, 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.

10.3 **IRS Levy.** Notwithstanding Section 10.1, 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.

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 Administrator 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 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.

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 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.

10.7 **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 Dayton Consolidated School'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.

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 in which the Employer has its principal place of business.

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.

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IN WITNESS WHEREOF, the Employer has caused this Plan to be executed this ___ day of November, 2023.

Employer: Biddeford School Department 403(b) Plan

By: ____________________________
Superintendent of Schools

Biddeford Schools
Office of the Superintendent

18 Maplewood Avenue
Biddeford, ME 04005
207.282.8280
biddefordschools.me

November 3, 2023

Dear Commissioner Makin,

I am writing to request a waiver for the two school days of October 26 and 27, 2023, when Biddeford Schools closed due to the mass shooting that took place in Lewiston, ME. As you know, this was a horrific event that profoundly impacted our students, staff, and families.

We took the emergency measure of closing schools on those days to allow our community time to grieve, recover, and begin the healing process. However, the missed instructional time has put our schools at risk of not meeting the minimum number of school days required by Maine law for the 2023-2024 school year.

I understand that in times of emergency, Maine law allows you to grant a waiver for school days missed over matters outside of our control. The trauma inflicted on our community absolutely necessitated canceling school on those two days. I hope you will consider our situation and please approve our request for a two-day school closure waiver.

One of the factors that contributed to our decision to close schools was a credible threat against the U.S. Army Reserve building. We felt it prudent to err on the side of caution and keep students home while law enforcement worked to bring the perpetrator into custody. Ensuring student safety was our top priority in making this difficult decision. If any further information would assist you in reviewing our waiver request, please do not hesitate to contact me.

Thank you for your consideration.

Sincerely,

Jeremy Ray
Superintendent of Schools

Alan Casavant
Biddeford Board Chair