

IDAHO STATE BOARD OF EDUCATION SECTION 457(b) DEFERRED COMPENSATION PLAN

Effective January 1, 2006
Restated Effective January 1, 2012
Restated Effective August 15, 2013
Restated Effective April 19, 2018
Restated Effective October 28, 2020
Restated Effective January 1, 2026

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ARTICLE I. INTRODUCTION

The Idaho State Board of Education, on behalf of the University of Idaho, Idaho State University, Boise State University, Lewis-Clark State College, College of Eastern Idaho, College of Southern Idaho, College of Western Idaho, North Idaho College and the Office of the State Board of Education hereby restates the Idaho State Board of Education Section 457(b) Deferred Compensation Plan (hereinafter the "Plan").

The Plan is intended to be an eligible deferred compensation plan under section 457 of the Internal Revenue Code of 1986 and a governmental plan within the meaning of Code section 414(d). As a governmental plan, the Employee Retirement Income Security Act of 1974 ("ERISA") does not apply, and the Plan will be interpreted to maintain the Plan's status as an eligible deferred compensation plan and a governmental plan.

The primary purpose of this Plan is to attract and retain qualified personnel by providing them an opportunity to save and invest a portion of their compensation for retirement and permitting them to provide for benefits in the event of their retirement or death. Nothing contained in this Plan shall be deemed to constitute an employment agreement between any Participant and the Employer and nothing contained herein shall be deemed to give any Participant any right to be retained in the employ of the Employer.

ARTICLE II. PLAN ELECTIONS

- 2.01 Effective Date. This Plan was established by the Board effective January 1, 2006. This restatement is effective January 1, 2026 except as otherwise indicated.
- 2.02 Unforeseeable Emergency Withdrawals. Withdrawals under Section 8.09 shall be available under this Plan.
- 2.03 Participant's Election to Receive in-Service Distribution. A Participant may elect to receive an in-service distribution of his account balance as described in Section 8.11 if the total amount payable to a Participant under the Plan does not exceed the dollar amount under section 411(a)(11)(A) of the Code (currently \$7,000).
- 2.04 Distribution without Participant's Consent. Small accounts of certain inactive Participants may not be distributed without the Participant's consent after December 1, 2025.

2.05 Loans.

Loans are not allowed under this Plan.

2.06 Governing Law. This Plan shall be interpreted and administered in accordance with the Code, and where not inconsistent with the Code, or as otherwise provided, construed under the laws of the State of Idaho.

2.07 Invalidation of Certain Provisions. If any provision of the Plan is determined by the Internal Revenue Service or a court of competent jurisdiction to be invalid, that provision will be deemed null and void, but the remaining provisions of the Plan will continue in full force and effect.

ARTICLE III. DEFINITIONS

3.01 Account: The bookkeeping account maintained for each Participant (or Beneficiary) in order to provide appropriate records for the administration of the Plan and show the potential interest of each Participant. An Account shall record:

- a) The amount of a Participant's Deferred Compensation;
- b) Any income, loss, or expense attributable to the investment of a Participant's Deferred Compensation;
- c) Any distributions; and
- d) Any fees or expenses charged against a Participant's Account.

3.02 Beneficiary or Beneficiaries: The person or persons designated by the Participant to receive any benefits payable hereunder in the event of the Participant's death. If more than one designated Beneficiary survives the Participant, payments shall be made equally to the surviving Beneficiaries, unless otherwise designated by the Participant in a manner approved by the Board . If no Beneficiary is properly designated or if no designated Beneficiary survives the Participant, then the Beneficiary shall be the surviving Spouse of the Participant, or if none, the Participant's estate. However, a Participant may designate a contingent Beneficiary (or Beneficiaries) who shall become the primary Beneficiary (or Beneficiaries) under this Plan in the event that no primary Beneficiary survives the Participant. In addition to the above, in the event a married Participant designates his or her Spouse as Beneficiary, and that marriage is legally terminated by divorce, then any prior beneficiary designation naming the former Spouse as Beneficiary shall be null and void and it will be as if the former Spouse predeceased the Participant. If the Participant desires to again designate the former Spouse as Beneficiary, the Participant must complete and submit a new beneficiary designation form after the marriage is legally terminated by divorce, listing such former Spouse as Beneficiary.

- 3.03 Board: The Idaho State Board of Education.
- 3.04 Code: The Internal Revenue Code of 1986, as amended, and regulations thereunder.
- 3.05 Compensation. All cash compensation for services to the Employer, including salary, wages, fees, commissions, bonuses, and overtime pay, that is includable in the Employee's gross income for the calendar year, plus amounts that would be cash compensation for services to the Employer includable 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 to defer compensation under this Plan.) Effective January 1, 2009, Compensation includes any differential wage payments to an Employee who does not currently perform services for the Employer. A "differential wage payment" is a payment which (a) is made by the Employer with respect to a period during which the Employee is on active duty for a period of more than 30 days, and (b) represents all or a portion of the wages the Employee would have received from the Employer if the Employee were performing service for the Employer, all as defined by Code section 3401(h)(2).
- 3.06 Deferred Compensation: The sum of the Participant's Employee Contributions and Employer Contributions that do not exceed the Maximum Limitation.
- 3.07 Deferred Compensation Agreement: An agreement entered into between a Participant and the Employer and any amendments or modifications thereof, which agreement shall allow the Participant to fix the amount of Deferred Compensation; specify the Participant's investment selection with respect to his Deferred Compensation; designate the Participant's Beneficiary or Beneficiaries and incorporate the terms, conditions, and provisions of this Plan by reference. Any such agreement will not apply to Compensation made available prior to the effective date of such agreement and will continue in force unless and until it is modified or revoked in accordance with the Plan and the Board's procedures.
- 3.08 Employee: An employee who is eligible to participate in the Idaho State Board of Education Optional Retirement Plan.
- 3.09 Employee Contributions: The elective deferrals made pursuant to the Plan in the amount specified in the Participant's Deferred Compensation Agreement.
- 3.10 Employer: The employment units under the jurisdiction of the Board, namely:

The Office of the Idaho State Board of Education
Boise State University

Idaho State University
University of Idaho
Lewis-Clark State College
College of Eastern Idaho
College of Southern Idaho
College of Western Idaho
North Idaho College

- 3.11 Employer Contributions: The contributions, if any, made by an Employer on behalf of a Participant that are not Employee Contributions.
- 3.12 Fund Sponsor: A bank, insurance company, regulated investment company or other entity that has been designated and approved by the Board to offer Investment Vehicles to Participants. The Board in its sole discretion will select, retain and terminate Fund Sponsors.
- 3.13 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 \$350,000 (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 an election to defer Compensation under this Plan).
- 3.14 Normal Retirement Age: The age that determines the period during which a Participant may utilize the Catch-Up Limitation of Section 6.03 hereunder. A Participant's Normal Retirement Age shall be age 70½, unless the Participant has elected an alternative Normal Retirement Age by written instrument delivered to the Employer prior to Severance from Employment.

A Participant's alternative Normal Retirement Age may not be earlier than the earliest date that the Participant shall become eligible to retire and receive unreduced retirement benefits under the Employer's defined benefit plan or money purchase plan covering that Participant and may not be later than the calendar year in which the Participant attains age 70½. If the Participant will not be eligible to receive benefits under a defined benefit plan or money purchase plan maintained by the Employer, the Participant's Normal Retirement Age may not be earlier than attainment of age 65 and may not be later than the calendar year in which the Participant attains age 70½.

Once a Participant has to any extent utilized the Catch-Up Limitation of Section 6.03, his Normal Retirement Age may not be changed.

- 3.15 Participant: Any Employee who has enrolled in this Plan pursuant to the requirements of Article IV or who has previously deferred compensation

under this Plan and who has not received a distribution of his or her entire benefit under the Plan.

- 3.16 **PERSI**: The Public Employee Retirement System of Idaho.
- 3.17 **Plan Year**: The 12-month period commencing each January 1 and ending on the following December 31.
- 3.18 **Severance from Employment**: Termination of the Participant's employment relationship with the Employer.
- 3.19 **Service Provider(s)**: An entity the Board designates to perform administrative services under this Plan. The Board in its sole discretion will select, retain or remove Service Providers. Attached as Exhibit A is the current list of providers, which will be updated from time to time without amendment to the Plan.
- 3.20 **Spouse**: The legally married spouse of a Participant.

ARTICLE IV. PARTICIPATION IN THE PLAN

- 4.01 **Participant**. An Employee may become a Participant immediately upon the commencement of the Employee's employment or reemployment with the Employer.
An Employee becomes a Participant when he has executed and entered into a Deferred Compensation Agreement with the Employer.
- 4.02 **Enrollment in the Plan**. An Employee may become a Participant by entering into a Deferred Compensation Agreement with respect to Compensation that is not yet available in accordance with reasonable administrative procedures established by the Employer.
- 4.03 **Minimum Deferral Amount**. At the time of entering into or amending a Deferred Compensation Agreement hereunder, a Participant must agree to defer a minimum periodic amount as specified by the Plan Administrator.
- 4.04 **Change in Amount of Deferred Compensation or Beneficiary**. A Participant may not amend or modify an executed Deferred Compensation Agreement to change the amount of Deferred Compensation except with respect to Compensation that is not yet available to the Participant. A Participant may change their Beneficiary at any time by giving written notice to the Service Provider.
- 4.05 **Revocation of Deferred Compensation Agreement**. A Participant may revoke his Deferred Compensation Agreement and thereafter be restored to his Compensation, by giving notice to the Employer. The revocation will

apply as soon as administratively feasible for Compensation that is not currently available.

- 4.06 New Deferred Compensation Agreement Upon Return to Service or After Revocation. An Employee who returns to active service with the Employer after a Severance from Employment, or who has revoked his Deferred Compensation Agreement under Section 4.05, may again become an active Participant by executing a new Deferred Compensation Agreement with the Employer before the Compensation to be deferred is made available to the Participant.
- 4.07 Leave of Absence; Other Absences. Compensation may continue to be deferred under this Plan with respect to a Participant who is on an approved leave of absence from the Employer with Compensation, and all of the rules of this Article shall apply with respect to making, amending or revoking any Deferred Compensation Agreement for such a Participant.
- 4.08 Deferrals after Severance from Employment, Including Sick, Vacation, and Back Pay Under an Eligible Plan. A Participant who has not had a Severance from Employment may elect to defer accumulated sick pay, accumulated vacation pay, and back pay under this Plan in accordance with the requirements of Code section 457(b). These amounts may be deferred for any calendar month only if an agreement providing for the deferral is entered into before the beginning of the month in which the amounts would otherwise be paid or made available and the Participant is an Employee on the date the amounts would otherwise be paid or made available. Compensation that would otherwise be paid for a payroll period that begins before Severance from Employment is treated as an amount that would otherwise be paid or made available before an Employee has a Severance from Employment. In addition, deferrals may be made for former Employees with respect to compensation described in Treas. Reg. section 1.415(c)-2(e)(3)(ii) (relating to certain compensation paid within 2 1/2 months following Severance from Employment), compensation described in Treas. Reg. section 1.415(c)-2(g)(4) (relating to compensation paid to participants who are permanently and totally disabled), and compensation relating to qualified military service under Code section 414(u).

ARTICLE V. CONTRIBUTIONS

- 5.01 Elective Deferrals. Subject to the limits described in Article VI, a Participant may enter into a Deferred Compensation Agreement and agree to contribute each pay period Pre-Tax Contributions and/or Roth Contributions to the Plan. Contributions must be in whole percentages or fixed dollar amounts.

The Employer will reduce a Participant's Compensation as elected and transfer the amounts to the applicable Fund Sponsor in accordance with the Employer's payroll practices. In no event will the Elective Deferrals be transferred later than 15 days business days after being withheld from the Participant's paycheck.

Unless Roth Contributions are expressly elected or unless required by law, the Employer will designate Elective Deferrals as Pre-tax Contributions.

At the time the Participant experiences a Severance from Employment, the Participant's election will be automatically invalid.

5.02 Employer Contributions. Effective January 1, 2010, an Employer may make Discretionary Nonelective Contributions to the Plan on behalf of a Participant. The Employer shall clearly designate these as Nonelective Contributions and complete any forms required by the Fund Sponsor or Service Provider. Such Nonelective Contributions may be made as determined by the Employer but will not be made later than the last day of the Plan Year. No Employer is required to make Employer Contributions and such Employer Contributions, if made may be reduced or rescinded at any time.

5.03 Rollover Contributions. Subject to any restrictions imposed by the Service Provider, this Plan will accept a Rollover Contribution from a Code section 401(a) plan, 403(a) plan, a Code section 403(b) plan, a Code section 408 IRA or annuity or a Code section 457(b) eligible deferred compensation plan sponsored by a governmental entity. No after-tax contributions will be allowed. The Plan will accept a Rollover Contribution to a Participant's Roth Contribution Account only as a direct rollover from a Roth account to the extent permitted under the Code.

Rollover Contributions will be held in the Participant's Rollover Contribution Subaccount and Roth Rollover Contributions will be maintained separately.

5.04 Plan-to-Plan Transfers. This Plan shall accept and allow transfers, pursuant to section 457 of the Code, of amounts deferred by a Participant under this Plan or another eligible deferred compensation plan meeting the requirements of section 457(g) of the Code, provided the conditions of this Section 5.04 are met.

(a) Directed by Participant or Beneficiary. A transfer from this Plan to another eligible governmental deferred compensation plan or from another eligible governmental deferred compensation plan to this Plan is permitted only if the transferor plan provides for transfers, the receiving plan provides for the receipt of transfers, the Participant or Beneficiary whose amounts deferred are being transferred shall have an amount deferred immediately after the transfer at least equal

to the amount deferred with respect to that Participant or Beneficiary immediately before the transfer, and in the case of a transfer for a Participant, the Participant whose amounts deferred are being transferred has had a Severance from Employment with the transferring employer and is performing services for the employer maintaining the transferee plan. Upon the transfer of all assets from this Plan under this Section 5.04(a), 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.

(b) Permissive Service Credit Transfers.

Subject to any limitations imposed by a Service Provider, if a Participant is also a participant in PERSI, to the extent allowed by PERSI, the Participant may elect to have any portion of the Participant's Account transferred to PERSI. A transfer under this Section 5.04(b) may be made before the Participant has had a Severance from Employment.

A transfer may be made under Section 5.04(b) 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 PERSI or a repayment to PERSI which section 415 of the Code does not apply by reason of section 415(k)(3) of the Code.

ARTICLE VI. LIMITATIONS ON CONTRIBUTIONS

6.01 Maximum Normal Limitation: The maximum amount of Employee Contributions plus Employer Contributions for any Participant in any Plan Year shall not exceed the lesser of:

- (i) the applicable dollar amount as provided in Code section 457(e)(15)(as increased by adjustments); or
- (ii) 100% of the Participant's Includible Compensation.

6.02 Age-Based Catch-Up Contributions:

- (a) A Participant who will attain age 50 or more by the end of the calendar year may defer additional amounts up to the dollar limit on Catch-up Contributions under Code Section 414(v)(2)(B)(i) subject to cost of living increases under Code section 414(v)(2)(C)(but not the adjusted dollar amount for Participants who have attained age 60 but not yet attained age 64 as described under Code Section 414(v)(2)(E)) for the taxable year.

(b) Effective January 1, 2026, for any Participant whose wages (as defined in Code section 3121(a)) from the Employer for the preceding calendar year exceeds the amounts provided in Code section 414(v)(7)(A)(as adjusted), the additional amounts as stated in subsection (a) above must be Roth Contributions.

In no case may the deferred amount be more than the Participant's Compensation for the year.

6.03 Three Year Catch-Up:

For each one of the last three (3) taxable years of a Participant ending before the Participant's attainment of Normal Retirement Age and the amount calculated below exceeds the amount computed under Sections 6.01 and 6.02, the maximum amount deferred for each such year shall be the lesser of:

- (1) twice the Section 6.01 applicable dollar amount (as described above) for such year; or
- (2) the sum of
 - (A) An amount equal to (i) the Maximum Normal Limitation for the current year plus each prior calendar year beginning after December 31, 2001 during which the Participant was an Employee under the Plan, minus (ii) the aggregate Compensation that the Participant deferred under this Plan during such years, plus,
 - (B) An amount equal to (i) the aggregate limit referred to in section 457(b)(2) of the Code for each prior calendar year beginning after December 31, 1978 and before January 1, 2002 during which the Participant was an Employee (determined without regard to this section or 6.04), minus (ii) the aggregate contributions to Pre-2002 Coordination Plans for such years.

A Participant may utilize the Three Year Catch-Up limitation only if the Participant has not previously utilized it with respect to a different Normal Retirement Age under this Plan or any other plan. In no case may the deferred amount be more than the Participant's Compensation for the year.

6.04 Special Rules. For purposes of Article 6, the following rules shall apply:

(a) Participant Covered by More Than One Eligible Plan. If the Participant is or has been a participant in one or more other eligible plans within the meaning of section 457(b) of the Code, then this

Plan and all such other plans shall be considered as one plan for purposes of applying the limitations of this Article 6. For this purpose, the Plan Administrator shall take into account any other such eligible plan maintained by the Employer and shall also take into account any other such eligible plan for which the Plan Administrator receives from the Participant sufficient information concerning his or her participation in such other plan.

- (b) Pre-Participation Years. In applying the limitations of 6.03, a year shall be taken into account only if (i) the Participant was eligible to participate in the Plan during all or a portion of the year and (ii) Compensation deferred, if any, under the Plan during the year was subject to the Maximum Normal Limitation described in Section 6.01 or any other plan ceiling required by section 457(b) of the Code.
- (c) Pre-2002 Coordination Years. For purposes of Section 6.03(2)(B), "contributions to Pre-2002 Coordination Plans" means any employer contribution, salary reduction or elective contribution under any other eligible Code section 457(b) plan, or a salary reduction or elective contribution under any Code section 401(k) qualified cash or deferred arrangement, Code section 402(h)(1)(B) simplified employee pension (SARSEP), Code section 403(b) annuity contract, and Code section 408(p) simple retirement account, or under any plan for which a deduction is allowed because of a contribution to an organization described in section 501(c)(18) of the Code, including plans, arrangements or accounts maintained by the Employer or any employer for whom the Participant performed services. However, the contributions for any calendar year are only taken into account for purposes of Section 6.03(2)(B) to the extent that the total of such contributions does not exceed the aggregate limit referred to in section 457(b)(2) of the Code for that year.
- (d) Disregard Excess Deferral. For purposes of Sections 6.1, 6.2 and 6.3, an individual is treated as not having deferred compensation under a plan for a prior taxable year to the extent excess deferrals under the plan are distributed, as described in Section 6.07. To the extent that the combined deferrals for pre-2002 years exceeded the maximum deferral limitations, the amount is treated as an excess deferral for those prior years.

6.05 Coordination of Catch-Up Contributions: A Participant may not utilize both the Three-Year Catch-Up in Section 6.03 and the Age-Based Catch-Up in Section 6.02 in the same year. The Age-Based Catch-Up shall not apply for any taxable year for which a higher Catch-Up Limitation applies.

6.06 **Excess Deferrals:** Any amount deferred in excess of the limitations above, or if the Participant's contributions for a year exceeds the limits if combined with amounts deferred for another Code section 457(b) Plan for which the Participant provides information that is accepted by the Administrator, it will be distributed along with applicable earnings to the Participant no later than the April 15 following the calendar year in which the excess deferrals were made. To the extent the Participant made both pre-tax and Roth contributions, the excess amounts will be distributed from the Roth Contribution account first unless the Participant elects otherwise.

ARTICLE VII. INVESTMENT OF DEFERRED COMPENSATION

7.01 **Plan Investments.** The amount of Compensation deferred by and on behalf of each Participant shall be transferred to the Fund Sponsor(s) to be held, managed, invested and distributed as provided herein and pursuant to the Investment Vehicles.

7.02 **Participant-Directed.** Participants and Beneficiaries may direct the investment of the amounts held in their Accounts or otherwise credited for their benefit under the Plan among the Investment Vehicles selected by the Board. The issuer, trustee, or custodian shall accept such allocation instructions directly from Participants and Beneficiaries, subject to any filing requirements provided by the Plan Administrator. Participants and Beneficiaries may change their investments as often as allowed by the Board's procedures, subject to the terms of the Investment Vehicles.

7.03 **Default Investment.** If a Participant or Beneficiary does not validly select an investment, amounts held in their Accounts will be invested in the default Investment Vehicle selected by the Board in its sole discretion.

7.04 **Exclusive Benefit.** Notwithstanding any provision of the Plan to the contrary, all amounts held under the Plan, including amounts deferred and earnings or other accumulations attributable thereto, shall be held in trust for the exclusive benefit of Plan Participants and Beneficiaries pursuant to Code section 457(g). No part of the trust fund may be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries. The trust shall be exempt from tax in accordance with Code sections 457(g)(2) and 501(a).

For purposes of this section, the terms Participant and Beneficiary shall also include contingent beneficiaries and/or spouses, former spouses, or children of Participants for whose benefit amounts are being held under the Plan pursuant to the terms of a domestic relations order which has been recognized under the terms of the Plan.

Any discretionary authority reserved to the Board (or to any administrator or administrative committee) under the Plan or under any investment held

under the Plan, to the extent the exercise thereof would otherwise be inconsistent with this section, shall be exercised for the exclusive benefit of Plan Participants and Beneficiaries. No amounts from the Plan shall be paid to any creditor of the Board or Employer, and no Fund Sponsor shall have no duty to inquire into the validity of any request by the Employer or by an administrator or administrative committee for distribution of amounts for the benefit of a Participant or a Beneficiary under the Plan.

- 7.05 **Benefits Equal Participant's Account Value.** The benefits paid to a Participant or Beneficiary pursuant to Article VII of this Plan shall be based upon the value of the Participant's Account. In no event shall the Board or Employer have any liability to pay benefits under this Plan, and the Board or Employer shall not be liable for losses arising from depreciation or other decline in the value of any investments acquired under this Plan.
- 7.06 **Periodic Reports.** Each Participant shall receive periodic reports, not less frequently than annually, showing the then-current value of his Account.
- 7.07 **Board-Directed Accounts.** Notwithstanding any provision of the Plan to the contrary, the Board shall direct the issuer, trustee or custodian with respect to the investment of any contributions that are forwarded to the issuer, trustee or custodian prior to the date on which the Participant or Beneficiary completes the necessary paperwork with the issuer, trustee or custodian (or takes such other action or actions as may be necessary) to direct the investment of such amounts. Such direction shall be communicated to the issuer, trustee or custodian by means of a separate written agreement between the Board and issuer, trustee or custodian, which agreement shall include a default investment option and a default beneficiary designation. This direction shall be effective only until such time as the Participant or Beneficiary exercises his right to direct the investment of such amounts and to designate a Beneficiary in accordance with the terms of the Plan.
- 7.08 **Revenue Sharing Account.** The Plan shall record in an unallocated Plan account any amounts paid to the Plan by Service Providers, and shall invest such unallocated account as directed by the Board or its delegate. As of the last day of each Plan Year, all assets remaining in the unallocated account shall be allocated among the Plan Accounts of Participants who have Accounts on the last day of the Plan Year. The allocation shall be made in proportion to the value of each Participant's Account invested in Plan investments that generate revenue sharing, determined according to the Service Providers' records as of the last day of the Plan Year.

ARTICLE VIII. BENEFITS

- 8.01 **Distribution of Benefits.** Except as otherwise provided in this Article, a Participant's Account shall not become distributable until the earlier of: (i) a Participant's attainment of age 70-1/2; or (ii) Severance from Employment.

Distributions shall be made in accordance with one of the payment options described in Section 8.03.

8.02 Rollover Contributions. If a Participant makes rollover contributions to the Plan, those may be distributed at any time upon election by the Participant.

8.03 Payment Options. Upon retirement or other Severance from Employment (other than due to death) a Participant (or a Beneficiary as provided in Section 8.06) may elect to have the value of the Participant's Account distributed in accordance with one of the following payment options provided that such option is available under the Investment Vehicle and consistent with the limitations set forth in Section 8.04:

- (a) life annuity;
- (b) life annuity with 60, 120, or 180 monthly payments guaranteed;
- (c) unit refund life annuity;
- (d) joint and last survivor annuity (spouse only);
- (e) lump sum;
- (f) term certain annuity with 36, 48, 60, 72, 84, 96, 108, 120, 132, 144, 156, 168 or 180 monthly payments guaranteed;
- (g) withdrawals for a specified number of years;
- (h) withdrawals of a specified amount; or
- (i) any other method of payment agreed upon between Participant and Board and accepted by the Investment Vehicle or Service Provider.

If a Participant fails to elect a payment option, any required payments shall be made under a payment option designated by the Board.

Notwithstanding the options above, any option that involves a life contingency (or a joint life contingency) shall only be available under an Investment Vehicle that offers annuities.

8.04 Death Benefits. If a Participant dies before his or her Account has begun to be distributed, the Account will be payable to the Participant's Beneficiary(ies) subject to the forms of benefit offered by the Investment

Funds and subject to the requirements of Code section 401(a)(9) and applicable Regulations.

8.05 Required Minimum Distributions.

No payment option may be selected by the Participant (or a Beneficiary) unless it satisfies the requirements of Code section 401(a)(9) (including the incidental death benefit requirements of Code section 401(a)(9)(G) and applicable Treasury Regulations, all as applicable to governmental plans.

The requirements of this section shall take precedence over any inconsistent provisions of the Plan.

All distributions shall begin not later than the Participant's Required Beginning Date, which is the April 1 of the calendar year following the later of: (i) the calendar year in which the Participant reaches the applicable age as stated in Code section 401(a)(9)(C)(V); or (ii) the calendar year in which the Participant experiences a Severance from Employment with the Employer.

Subject to each Investment Vehicle's procedures, if a Participant has not taken a distribution as required by Code section 401(a)(9) by the Participant's Required Beginning Date, the Participant shall automatically receive a distribution in the amount required to comply with the Code and applicable Regulations.

Effective January 1, 2024, the required distribution rules will not apply to a Participant's Roth Contributions, including any Roth rollover contributions.

8.06 Post-Retirement Death Benefits. Should a Participant die after beginning to receive benefits under a payment option, any remaining portion of the Participant's Account will be distributed to the Participant's Beneficiary. Payment to the Participant's Beneficiary must comply with section 401(a)(9) of the Code, and with any additional Code limitations applicable to the Plan.

In no event shall the Plan be liable for any payments made in the name of the Participant or a Beneficiary before the Employer or its agent receives proof of the death of the Participant or Beneficiary.

8.07 Pre-Retirement Death Benefits. Should a Participant die before beginning to receive benefits, the following distributions rules will apply:

- a) Beneficiary. If the Account is payable to a Beneficiary that is not a Designated Beneficiary or Eligible Designated Beneficiary, the Participant's entire account will be paid no later than the December 31 of the calendar year that includes the 5th anniversary of the Participant's death.

- b) Designated Beneficiary. If the Account is payable to a Designated Beneficiary, as defined in Code section 401(a)(9)(e)(i), that is not an Eligible Designated Beneficiary, the Participant's entire account will be paid no later than the December 31 of the calendar year that includes the 10th anniversary of the Participant's death.
- c) Eligible Designated Beneficiary. If the Account is payable to an Eligible Designated Beneficiary as defined in Code section 401(a)(9)(e)(ii), the Participant's entire account will be paid, by one of the two following periods as elected by the Eligible Designated Beneficiary's election: (i) December 31 of the calendar year that includes the 10th anniversary of the Participant's death, or (ii) commencing by the December 31 of the calendar year following the calendar year in which the Participant died and payable over a period not exceeding the life expectancy of the Eligible Designated Beneficiary.

If there is no election made, the benefit will be payable as stated in subsection (c)(i).

- d) Surviving Spouse. If the Eligible Designated Beneficiary is the Participant's surviving spouse, the spouse may further elect to postpone distributions under section (c)(ii) above until the December 31 of the calendar year in which the Participant attained his or her applicable age as defined in Code section 401(a)(9)(C)(v).
- e) Death or Majority of Eligible Designated Beneficiary. If an Eligible Designated Beneficiary dies or attains age 21 (if a minor child) before the Account is fully paid, the remaining Account will be paid no later no later than the December 31 of the calendar year that includes the 10th anniversary of the Eligible Designated Beneficiary's death, or the calendar year in which the minor child attains age 31.

8.08 2020 Required Minimum Distributions. Notwithstanding any provision of this Article 8, a Participant or Beneficiary who would have been required to receive required minimum distributions for 2020 but for the enactment of Code section 401(a)(9)(I) ("2020 RMDs"), and who would have satisfied that requirement by receiving distributions that are (1) equal to the 2020 RMDs or (2) one or more payments in a series of substantially equal distributions (that include the 2020 RMDs) made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancy) of the Participant and the Participant's designated beneficiary, or for a period of at least 10 years ("Extended 2020 RMDs"), will receive those distributions for 2020 unless the Participant or beneficiary chooses not to receive such distributions. Participants and Beneficiaries described in the preceding sentence will be given the opportunity to elect to stop receiving distributions described in the preceding

sentence. In addition, solely for purposes of applying the direct rollover provisions of the Plan, distributions elected in accordance with the preceding sentence will be treated as eligible rollover distributions.

There shall be no new annuity starting date upon recommencement of required minimum distributions if suspended in accordance with this provision.

8.09 **Unforeseeable Emergency Withdrawals.** In the event of an Unforeseeable Emergency before the Participant has a Severance from Employment, a Participant may apply to the Service Provider to receive that part of the value of his Account that is reasonably necessary to satisfy the emergency need (including any amounts that may be necessary to pay any federal, state or local income taxes or penalties reasonably anticipated to result from the distribution.) If such application for withdrawal is approved by the Service Provider, the Service Provider shall direct the issuer, trustee or custodian to pay the Participant such value as the Service Provider deems necessary to meet the emergency need.

An Unforeseeable Emergency is a severe financial hardship of the Participant resulting from:

- an illness or accident of the Participant, the Participant's spouse, or the Participant's dependent (as defined in Code section 152, without regard to Code section 152(b)(1), (b)(2), and (d)(1)(B));
- loss of the Participant's property due to casualty (including the need to rebuild a home following damage to a home not otherwise covered by homeowner's insurance, e.g., as a result of a natural disaster); or
- other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant. For example, the imminent foreclosure of or eviction from the Participant's primary residence may constitute an unforeseeable emergency. In addition, the need to pay for medical expenses, including non-refundable deductibles, as well as for the cost of prescription drug medication, may constitute an unforeseeable emergency. Finally, the need to pay for the funeral expenses of a spouse or a dependent (as defined in Code section 152 without regard to Code section 152(b)(1), (b)(2), and (d)(1)(B)) may also constitute an unforeseeable emergency. Except as otherwise specifically provided in this Section 8.07, neither the purchase of a home nor the payment of college tuition is an unforeseeable emergency.

A distribution on account of an unforeseeable emergency may not be made to the extent that such emergency is or may be relieved through

reimbursement or compensation from insurance or otherwise, by liquidation of the Participant's assets, to the extent the liquidation of such assets would not itself cause severe financial hardship, or by cessation of Elective Deferrals under the Plan.

8.10 Transitional Rule for Annuity Payment Option Elections. If this Plan document constitutes an amendment and restatement of the Plan as previously adopted by the Board and if a Participant or Beneficiary has commenced receiving benefits under an annuity payment option, that annuity payment option shall remain in effect notwithstanding any other provision of this Plan, provided it complies with Code section 401(a)(9) and related Treasury Regulations.

8.11 Participant's Election to Receive In-Service Distribution. A Participant may elect to receive an in-service distribution of the total amount payable to him under the Plan if:

- (a) such amount does not exceed the dollar amount under section 411(a)(11)(A) of the Code,
- (b) no amount has been deferred under the Plan with respect to the Participant during the two-year period ending on the date of the distribution, and
- (c) there has been no prior distribution under the Plan to the Participant under this Section 8.09 or under Section 8.10.

8.12 Distribution During Military Service. Effective January 1, 2011, a Participant who is performing service in the uniformed services described in Code section 3401(h)(2)(A) for a period of 30 or more days is treated as severed from Employment during the period of uniformed service for purposes of requesting a distribution from his or her Plan Account provided, however, that a Participant who receives a distribution pursuant to this section may not make Elective Deferrals to the Plan during the six-month period beginning on the date of distributions.

8.13 Coronavirus Related Distributions. To the extent allowed by the Service Provider, effective March 27, 2020 through December 31, 2020, an eligible Participant (as defined below) may elect to receive one or more distributions of any portion of the vested value of his Account not to exceed \$100,000.

- (a) Eligibility. A Participant is eligible for a Coronavirus Related Distribution under this section 8.14 if he certifies that he satisfies one of the following criteria:
 - (1) the Participant, the Participant's spouse or the Participant's dependent (as defined in Code section 152 without regard to Code section 152(d)(1)(B)) was diagnosed with the virus

SARS-CoV 2 or with coronavirus disease 2019 (COVID-19) by a test approved by the Centers for Disease Control and Prevention;

(2) the Participant, the Participant's spouse or a member of the Participant's household experienced adverse financial consequences as a result of:

- (A) being quarantined, furloughed, laid off or having his or her work hours reduced due to such virus or disease;
- (B) being unable to work due to lack of child care due to such virus or disease;
- (C) closing or reducing hours of a business owned or operated by the Participant, the Participant's Spouse, or a member of the Participant's household;
- (D) experiencing a reduction in pay, rescinded job offer or delayed start date for a job because of COVID-19; or
- (E) meeting such other factors as may be issued in Treasury guidance.

For purposes of this section 8.14(a), a member of a Participant's household is defined as an individual who shares the Participant's principal residence.

(b) Repayment. A Participant is permitted, but is not required, to repay his Coronavirus Related Distribution(s) to the Plan in full or in part within three years of the date of the distribution in accordance with procedures established by the Board and Service Provider. Any repayment made to the Plan shall not exceed the aggregate amount of the Participant's Coronavirus Related Distribution(s) and will be treated as an eligible rollover contribution.

ARTICLE IX. VESTING

Participants are 100% vested in their Accounts at all times.

ARTICLE X. NON-ASSIGNABILITY

10.01 In General. Except as provided in Section 10.02, 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 no Participant or Beneficiary shall have any right to commute, sell, assign, pledge, transfer or otherwise convey or encumber the right to receive any payments hereunder or any

interest under the Plan, which payments and interests are expressly declared to be non-assignable and non-transferable.

10.02 Domestic Relations Orders.

- (a) Allowance of Transfers: Notwithstanding Section 10.01, 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 a State domestic relations law and issued by a state, tribal court or other similar authority ("domestic relations order"), then the amount of the Participant's Account 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 Service Provider(s) shall establish reasonable procedures for determining the status of any such decree or order and for effectuating distribution pursuant to the domestic relations order. Where necessary to carry out the terms of such an order, a separate Account may be established with respect to the spouse, former spouse, or child who shall be entitled to make investment selections with respect thereto in the same manner as the Participant.
- (b) Release from Liability to Participant: The Plan's liability to pay benefits to a Participant shall be reduced to the extent that amounts have been paid or set aside for payment to a spouse, former spouse, child, or other dependent pursuant to paragraph (a) of this section. No such transfer shall be effectuated unless the Employer or Service Provider has been provided with satisfactory evidence that the Board, Employer and the Service Provider are released from any further claim by the Participant with respect to such amounts. The Participant shall be deemed to have released the Board, Employer and the Service Provider from any claim with respect to such amounts, in any case in which (i) the Board, Employer or Service Provider has been served with legal process or otherwise joined in a proceeding relating to such transfer, (ii) the Participant has been notified of the pendency of such proceeding in the manner prescribed by the law of the jurisdiction in which the proceeding is pending by service of process in such action or by mail from the Board, Employer or Service Provider to the Participant's last known mailing address, and (iii) the Participant fails to obtain an order of the court in the proceeding relieving the Employer or Service Provider from the obligation to comply with the judgment, decree, or order. The Participant shall also be deemed to have released the Board, Employer or Service Provider if the Participant has consented to the transfer pursuant to the terms of a property settlement agreement

and/or a final judgment, decree, or order as described in paragraph (a).

(c) Participation in Legal Proceedings: The Board, Employer and the Service Provider shall not be obligated to defend against or seek to have set aside any judgment, decree, or order described in paragraph (a) or any legal order relating to the garnishment of a Participant's benefits, unless the full expense of such legal action is borne by the Participant. In the event that the Participant's action (or inaction) nonetheless causes the Board, Employer or Service Provider to incur such expense, the amount of the expense may be charged against the Participant's Account and thereby reduce the obligation to pay benefits to the Participant. In the course of any proceeding relating to divorce, separation, or child support, the Board, Employer and Service Provider shall be authorized to the extent permitted by applicable laws to disclose information relating to the Participant's Account to the Participant's spouse, former spouse, or child (including the legal representatives of the spouse, former spouse, or child), or to a court.

ARTICLE XI. ADMINISTRATION

11.01 Plan Administrator. The Board, located at 650 W. State Street, Boise, Idaho 83720, has designated its Executive Director as responsible for administering the Plan (the "Plan Administrator"). The Plan Administrator shall have full power to adopt, amend, and revoke such rules and regulations consistent with and as may be necessary to implement, operate and maintain this Plan, to enter into contracts on behalf of the Employers under this Plan, and to make discretionary decisions affecting the rights or benefits of Participants.

The Board has designated to the Employers the responsibility for enrolling Participants, entering into Deferred Compensation Agreements with Participants, sending Plan contributions for each Participant to the Investment Vehicles selected by a Participant, and for performing other duties required for the operation of the Plan as delegated by the Board to the Employers.

11.02 Employee with Administrative Responsibilities. Any Employee who is charged with administrative responsibilities hereunder may participate in the Plan under the same terms and conditions as apply to other Employees. However, he shall not have the power to participate in any discretionary action taken with respect to his participation under the Plan.

11.03 Administrative Services. Notwithstanding the delegation to the Employers stated in Section 12.1, the Board may enter into one or more agreement(s) with Service Provider(s) to provide administrative services under this Plan

for the convenience of the Employers, including, but not limited to, the enrollment of Employees as Participants, the maintenance of Accounts and other records, the making of periodic reports to Participants, and the disbursement of benefits to Participants. The Board at its sole discretion may also retain other professionals to provide professional advice with regard to the Plan.

11.04 Administrative Expenses. Reasonable expenses incurred in the proper administration of the Plan may be paid from the Trust Fund. At its discretion, the Plan Administrator may charge reasonable Plan administrative expenses to the Accounts of Participants on a pro rata basis, or another reasonable basis as determined by the Plan Administrator.

ARTICLE XII. AMENDMENT OR TERMINATION OF PLAN

12.01 Amendment or Termination. The Board may at any time amend this Plan, freeze this Plan or terminate this Plan and distribute the Participants' Accounts in conformity with the Code. However, no such amendment, freeze or termination shall impair the rights of Participants or their Beneficiaries with respect to any compensation deferred before the date of the amendment, freeze or termination of this Plan except as may be required to maintain the tax status of the Plan under the Code. In the event that the Plan is terminated, amounts deferred under the Plan (and all Plan assets) shall be distributed to all Plan Participants and Beneficiaries as soon as administratively practicable after the termination of the Plan and Participants shall thereafter no longer defer Compensation to the Plan.

12.02 Amendment and Restatement of Previously Adopted Plan. If this Plan document constitutes an amendment and restatement of the Plan as previously adopted by the Board, the amendments contained herein shall be effective as of the Effective Date, and the terms of the preceding plan document shall remain in effect through such date.

ARTICLE XIII. USERRA and HEART ACT COMPLIANCE

An Employee whose employment is interrupted by qualified military service under Code section 414(u) or who is on a leave of absence for qualified military service under Code section 414(u) may defer additional Compensation upon resumption of employment with the Employer equal to the maximum amount of Compensation that could have been deferred during that period if the Employee's employment with the Employer had continued (at the same level of Compensation) without the interruption of leave, reduced by the amount of Compensation, if any, actually deferred during the period of the interruption or leave. 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). The Plan provides death benefits in accordance with Code section 401(a)(31) because all Plan accounts are fully vested and no additional benefits are paid due to death while employed.

ARTICLE XIV. 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 Plan 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 Administrator, to the Employer.

ARTICLE XV. OVERPAYMENTS

As allowed by applicable law, in the event any payment is made from the Plan to any individual who is not entitled to such payment, in whole or in part, the Administrator shall have the right to recover the erroneous payment through reasonable means from the individual who received it. Reasonable means may include suspending, withholding payments of, or reducing future payments due to, or on behalf of, such individual by the amount of any such erroneous payment. This right of recovery, however, shall not limit the rights of the Plan to recover such overpayments in any other manner, including, but not limited to, commencing a legal action under State law.

ARTICLE XVI. CLAIMS PROCEDURES

16.01 Appeal Procedures for Denial of Benefits. A Participant or Beneficiary may file with the Board a written claim for benefits if the Participant or Beneficiary receives an Adverse Benefit Determination. An adverse benefit determination can be: a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for, a benefit, including such denial, reduction, termination, or failure to provide or make payment that is based on a determination of a participant's or beneficiary's eligibility to participate in the Plan.

- (a) Within 60 days following the receipt of an adverse benefit determination, a claimant must file a written appeal of the adverse benefit determination with the Board. The claimant may submit written comments, documents, records, and other information relating to the claim for benefits with the appeal. Upon request, the claimant is provided reasonable access to, and copies of, all documents, records, and other information relevant to the claim for benefits free of charge.
- (b) A document, record or other information is considered "relevant" to a claimant's claim if such document, record, or other information:
 - Is relied upon in making the benefit determination;
 - Is submitted, considered, or generated in making the benefit determination, without regard to whether such document,

- record, or other information is relied upon in making the benefit determination; or
- Demonstrates compliance with the administrative processes and safeguards required in making the benefit determination.

16.02 **Review of Denied Claim.** The Board's review of the claim considers all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination. The Board's determination on review is binding on all parties.

16.03 **Notification of Benefit Determination on Review.** The Board will provide the claimant with written or electronic notification of the determination within a reasonable period of time, but not later than 60 days after receipt of the claimant's request for review by the Board. The Board may determine that an extension of time for processing the claim is required. If an extension is required, the Board will provide written notice of the extension to the claimant before the end of the initial 60-day period. The extension of the determination on review will not exceed a period of 60 days from the end of the initial period.

The notification of determination on review:

- States the specific reason or reasons for the benefit determination;
- Refers to the specific Plan provisions on which the benefit determination is based; and
- States that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim for benefits.

Legal action against the Plan may not be commenced more than 365 days after the Board notifies the claimant of the determination on review. Any claim or action by a participant or beneficiary relating to or arising under the Plan can only be brought in a state court in the State of Idaho.

16.04 **Deemed Exhaustion of Remedies.** If the Board fails to follow these procedures in accordance with applicable law, a claimant is deemed to have exhausted the administrative remedies available under the Plan.

16.05 **Authorized Representative of Claimant.** The Plan's claims procedures do not preclude an authorized representative of a claimant from acting on behalf of such claimant in pursuing a benefit claim or appeal of an adverse benefit determination. The Board may establish reasonable procedures for determining whether an individual has been authorized to act on behalf of the claimant. Absent direction from the claimant, the Board directs all

information and notifications to the representative authorized to act on the claimant's behalf.

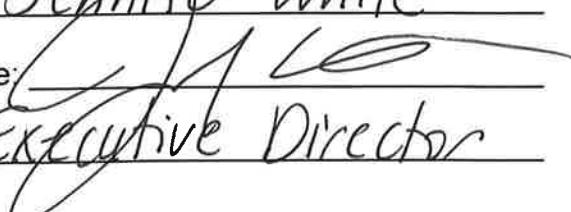
ARTICLE XVII. RELATIONSHIP TO OTHER PLANS

This Plan serves in addition to any other retirement, pension or benefit plan or system presently in existence or hereinafter established.

IN WITNESS WHEREOF, the Employer has caused this instrument to be executed by its duly authorized representative effective on this 17th day of December 2025.

Idaho State Board of Education

Name: Jennifer White

Signature: 

Title: Executive Director

EXHIBIT A

List of Service Providers¹

1) Vendors Eligible to Receive Contributions:

- a. Fidelity Investments**
- b. TIAA**
- c. Corebridge**
- d. Nationwide**
- e. Ivy**
- f. Vanguard**
- g. Principal**

¹ This List may be modified without a formal amendment to the Plan.