

Butler Area School District 403(b) Plan 2019 Universal Availability Notice

To: All Employees of Butler Area School District

In compliance with the requirements of IRC §403(b)(12)(A)(ii) this Notice will advise you of the voluntary 403(b) program established and maintained for the benefit of our employees. The following information provides details of the Plan and outlines the procedures for enrollment.

Eligibility

All employees who are employed by Butler Area School District are eligible to participate in the 403(b) plan upon date of hire.

Contributions

When you enroll in the program, the amounts you designate as salary deferrals are withheld from your wages and forwarded to an investment provider of your choice. Contributions may be changed, started or stopped at any time. Several types of contributions are available in your Plan:

Pre-Tax Salary Deferrals. These are amounts contributed into a 403(b) plan that are deferred from your paycheck before federal income taxes are applied. State income taxes may or may not be applicable.

- For **2019**, you may defer from your wages, a maximum of \$19,000 to all 403(b) and 401(k) plans unless you will reach 50 years of age during the year. In that case, you would be eligible to contribute an additional \$6,000. Deferrals may not exceed 100% of your wages.

Employer Contributions. The Plan also allows your Employer to make contributions to the Plan on your behalf.

Rollovers. You may also rollover funds from another employer's plan if you receive an eligible rollover distribution. Before you can complete a rollover into this Plan, you must first receive an acceptance authorization before the monies to be applied to your account.

Plan Investment Options

Your contributions to the 403(b) Plan must be made to an investment provider approved by your Employer. **(Before enrolling in the Plan, you should first establish an account with one of the Providers listed in this Notice.)** Once you have executed an investment contract, you should establish an account through the Plan's web site and create a secure login and password.

Assistance

You may enroll in the Plan or receive assistance with these provisions by first contacting one of the Investment Companies listed in this Notice, contacting the Plan's Third Party Administrator, your Employer's Benefit Administrator. Additional information about the provisions and options in your Plan are available by contacting PenServ Plan Services, Inc. at (800) 849-4001 or from the Plan's web site.

Third Party Administrator

PenServ Plan Services, Inc.
Plan Record-keeper
Phone (800) 849-4001
www.penserv.com
Email: 403badministration@penserv.com

Employer Benefits Administrator

Butler Area School District
Susan Dickson
Phone (724) 314-3144
Email: susan_dickson@butler.k12.pa.us

Plan Web Site is available at:

www.penserv.com

Select: Login to Your Account

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Investment Provider Options

Provider and Product Name	Product Type	Contact
American Funds – PenServ	Mutual Funds	American Funds General Enrollment Phone (800) 849-4001
AXA Equitable	Annuities	Phone (800) 628-6673 www.axaonline.com
Commonwealth Annuity & Life Insurance Company	Annuities	http://www.commonwealthannuity.com
Great American Financial Resources	Annuities / Mutual Funds	Jason Hitch Phone (800) 438-3398 directconnectteam@gafri.com Phone (800) 438-3398 http://www.greatamericaninsurancegroup.com
Kades-Margolis Corporation	Mutual Funds	Sean Culbertson Phone (724) 283-5162 sculbertson@4kmc.com http://www.4kmc.com
Lincoln Investment Planning Inc	Mutual Funds	Jerald Wozniak Phone (412) 231-7960 jwozniak@lincolninvestment.com
MetLife	Annuities / Mutual Funds	Phone (800) 638-5433 http://www.metlife.com
New York Life Insurance Company	Annuities	Phone (888) 973-4032 (888) WSD-403b Russ Bicker Phone (724) 285-7060 rbicker@ft.newyorklife.com
Oppenheimer Funds Inc Trust Company	Mutual Funds	Jay Shaffer Phone (724) 285-9700 Jay.shaffer@ingfp.com Wilde Paule Phone (724) 282-3130 Wilde.paule@edwardjones.com
Reli-A-Star Life Insurance Company	Annuities	http://www.ing-usa.com
Security Benefit	Annuities	Phone (800) 888-2461 https://www.securitybenefit.com
Vanguard	Mutual Funds	Phone (800) 962-5068 http://retirementplans.vanguard.com
Waddell & Reed Inc	Mutual Funds	Jeff Mendola Phone (412) 858-9090 jsmendola@wradvisors.com

403(b) Salary Deferral and Investment Election Agreement

**Butler Area S.D. 403(b)
Plan**

Participant Name		Social Security No.	
Address			
City		State	Zip
Date of Birth	Date of Employment	Email Address	
Evening Phone		Day Phone	
Position/Title	<input type="checkbox"/> Married <input type="checkbox"/> Unmarried	<input type="checkbox"/> Full Time <input type="checkbox"/> Part Time	

PARTICIPATION ELECTIONS

<p>Salary Deferral Elections</p>	<input type="checkbox"/>	<p>I hereby apply for Participation in the above-named 403(b) Plan and direct my employer to withhold through payroll reduction the following amounts from each pay. I understand this election will be applied to future contributions only and will remain in effect until I direct new elections through the Plan's Internet or Voice Response System. NOTE: I understand that if I am 50 years of age or will reach the age of 50 during this calendar year any contribution deferrals in excess of the traditional salary will be applied to the Age 50 Catch-up option.</p>
<p>Election to Defer Participation</p>	<input type="checkbox"/>	<p>I do not want to participate in the Plan at this time. I understand that I may change this election by completing a new Enrollment Form prior to the next Plan Entry Date.</p>
<p>Election to Revoke Participation</p>	<input type="checkbox"/>	<p>Please discontinue my Salary Deferral Contributions to the Plan. I understand that I will be able to resume participation by completing a new Enrollment Form prior to the next Plan Entry Date.</p>

I direct my new money to be invested in the funds selected below. I understand these investment directions will remain in effect until I direct new elections through the Plan's web site or voice response system.

Investment Elections

Fund Name	Amount to Traditional 403(b) (Per Pay Period)
AXA Equitable	
American Funds - R1 Investments	
American Funds - R2 Investments	
American Funds - R3 Investments	
American Funds - R4 Investments	
Commonwealth Annuity and Life Insurance Co.	
Great American Insurance Group	
Kades-Margolis	
Lincoln Investment Planning	
MetLife	
New York Life and Annuity Insurance Company	
Oppenheimer Funds	

Participant Name	Social Security No.
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Investment Elections (Continued)

Fund Name	Amount to Traditional 403(b) (Per Pay Period)
Reliastar Life Insurance Company	
Security Benefit	
Vanguard Investments	
Waddell & Reed	
Total	

By signing this Agreement, Employee agrees to modify his/her salary as indicated above and Employer agrees to contribute this amount on Employee's behalf into the 403(b) annuity(ies) or custodial account(s) selected by Employee and authorized by the Employer. It is intended that the requirements of all applicable state and federal tax rules and regulations (Applicable Law) will be met. Employee understands and agrees that this Agreement:

1. Is legally binding and irrevocable with respect to amounts paid or available while it is in effect; however, is effective only for amounts not yet earned or made available.
2. May be terminated at any time for amounts not yet paid or available, and that a termination request is permanent and remains in effect until a new salary reduction agreement is submitted;

Employee further agrees that:

- In conjunction with his/her Employer, he/she is responsible for determining that his/her salary reduction amount does not exceed the limits of the Applicable Law;
- He/she is responsible for the accuracy of information provided by Employee, which is used in determining Employee's maximum annual contribution limit;
- Employer has no liability for any losses suffered by Employee that result from his/her participation in the 403(b) plan;
- He/she acknowledges that Employer has made no representation to Employee regarding the advisability, appropriateness or tax consequences of the purchase of the 403(b) plan. Nothing herein shall affect the terms of employment between Employer and Employee;
- This agreement supersedes all prior 403(b) salary reduction and/or deduction agreements and shall automatically terminate if employment with Employer is terminated.

Important Information

- Although Employer must authorize Service Providers, Employer does not choose the annuity contract(s) or custodial account(s) in which 403(b) contributions are invested.
- Employees are responsible for setting up and signing the legal documents to establish the annuity contract or custodial account, except for certain group annuity contracts under which Employer may be required to establish the contract.
- In order to receive the expected tax results, Employees are responsible for investing in annuity contracts or custodial accounts that meet the requirements of Section 403(b) of the Internal Revenue Code.
- Employees are responsible for naming a death beneficiary under the 403(b) plan. This is normally done at the time the annuity contract or custodial account is established. Beneficiary designations should be reviewed periodically.
- Employers are responsible for all distributions and any other transactions with the Service Provider. All rights under the annuity contracts or custodial accounts are enforceable solely by Employee, Employee's beneficiary or Employee's authorized representative. However Employer has certain responsibilities under the 403(b) Plan with respect to the integrity of the transactions for the Plan and may require an authorized representative from the Employer (or their Designee) to approve any requested transaction by Employees. Employee must cooperate directly with Service Provider, Employer, or their Designee, as directed by Employer to transfer contract(s) or custodial account(s) to another Service Provider, begin distributions, make loans, exchanges or otherwise access 403(b) plan assets.
- Employees are responsible for determining that salary reductions do not exceed the allowable contribution limits under Applicable Law.

Participant Name	Social Security No.
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EMPLOYEE SIGNATURE

Check here if you control another consulting or other business or company.

I understand that all rights under the annuity(s) or custodial accounts established by me under the 403(b) plan are enforceable solely by me, my beneficiary or my authorized representative. I also understand that no later than January 1, 2009, my Employer will have a 403(b) Plan in place that will require my Employer, or their designee to authorize certain distributions and loans, and that it will not be solely my responsibility to authorize such transactions. By signing this Agreement, I authorize any Service Provider, or their delegee to provide information on my Account to Employer or another Service Provider if such information is necessary for compliance purposes or to effectuate such transactions as I may request.

SIGNATURES

Under penalties of perjury, I certify that the above information (including my social security number) is correct and I am an employee of the Employer. I also: (1) acknowledge receipt of the current prospectus; (2) agree to promptly give Instructions to the Sponsor necessary to enable the Custodian to carry out its duties under the Group Custodial Agreement; (3) represent that whenever information as to any taxable year is required to be filed with the Internal Revenue Service, the individual will file such information with Internal Revenue Service unless filed by the Custodian; (4) accept responsibility for computing the annual Exclusion Allowance and the limitations on Elective Deferrals under the Internal Revenue Code; and (5) acknowledge that this Group Custodial Agreement operates in conjunction with the Employer's 403(b) Plan document. I hereby agree to participate in the 403(b)(7) Group Custodial Account offered by the Custodian. I acknowledge receipt of a copy of the custodial account document under which this 403(b)(7) Group Custodial Account is established, and a copy of this Participation Agreement. I direct that my contribution be invested as indicated on my enrollment form, and I direct that all benefits upon my death be paid as indicated above. In the event that this is a rollover contribution, the undersigned hereby irrevocably elects, pursuant to the requirements of Section 1.402(a)(5)-1T of the IRS regulations, to treat this contribution as a rollover contribution.

Sponsor: PenServ Plan Services, Inc.

Participant Signature: _____ Date: _____

Employer Name Butler Area S.D. 403(b) Plan