

**SUBLETTE COUNTY SCHOOL DISTRICT NO. 1
FIRST AMENDMENT TO AND RESTATEMENT OF
DEFERRED COMPENSATION PLAN**

WHEREAS, Sublette County School District No. 1 (“District”) has previously established that certain Deferred Compensation Plan dated June 30, 2008 (“Original Plan”); and pursuant to Section 8.1 thereof, the District has retained the power to amend the Original Plan; and by this document the District does hereby amend the Original Plan by restating the same in its entirety as set forth below:

ARTICLE 1. INTRODUCTION

1.1 Establishment of the Plan. Sublette County School District No. 1 (“District”) hereby establishes an employee benefit plan to be known as Sublette County School District No. 1 Deferred Compensation Plan (“Plan”), which is designed to provide employees of the District with deferred compensation benefits in recognition of their dedicated and valuable service to the District. With respect to certain benefits associated with years of service, this Plan is intended to be an “applicable employment retention plan” as described in §457(f)(2)(F) of the Internal Revenue Code by a “local education agency” as described in 29 U.S.C. 7801(26). With respect to certain benefits associated with obtaining tenure, this Plan is intended to be an “ineligible plan” as described in §457(f)(1) of the Internal Revenue Code. The Plan is intended to be a “governmental plan” as described in 29 U.S.C § 1002(32) and as such exempt from certain requirements of the Employee Retirement Income Security Act (“ERISA”) set forth in 29 U.S.C. §§ 1001-1191c.

1.2 Effective Date. The Plan shall continue to be effective as of June 30, 2008 (the “Effective Date”).

ARTICLE 2. DEFINITIONS

Unless the context plainly requires a different meaning, when capitalized, the words and phrases contained in this Plan shall have the meanings set forth in this Article 2.

2.1 “Administrator” shall mean the employees of the District who are the Superintendent, Director of Business and Finance, Principal, Assistant Principal, Special Services Director, Curriculum Director, and any other such similar administrator positions as may be created by the District.

2.2 “Code” means the Internal Revenue Code of 1986, as amended from time to time. References to a Code section shall be deemed to refer to that section as it now exists and to any successor provision.

2.3 “Continuing Contract Teacher” shall have the meaning set forth in Wyoming Statute § 21-7-102, or any successor provision.

2.4 “Deferred Vesting Date” means the earlier of the Participant’s Retirement Date, Disability Date, or death.

2.5 “Determination Date” means the last day of each Plan Year or any other date as of which the value of the Participant's 457(f)(2)(F) Account is determined.

2.6 “Disability” means:

(a) the Participant's inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months; or

(b) the Participant's receipt, by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, of income replacement for a period of not less than three (3) months under an accident and health plan covering employees of the Participant's employer.

2.7 “Disability Date” means the date on which the Participant incurs a Disability.

2.8 “Earned Credits” means an amount equal to 2% of such Participant’s Earnings for any given Plan Year; provided, however, that no credits shall be earned in any Plan Year which is the Participants final year of employment with the District by virtue of retirement unless written notice of resignation is given by the Participant to the District on or before February 25th of such Plan Year.

2.9 “Earnings” means annual wages without overtime, vacation pay, extra duty, or other compensation of any Participant as of the Determination Date.

2.10 “Entry Date” shall be the later of the Effective Date of this Plan or the completion of one Year of Service.

2.11 “457(f)(2)(F) Account” means the account maintained on the books of the District for the Participant to record contributions and distributions made pursuant to this Plan. Each Participant’s 457(f)(2)(F) Account shall be allocated an amount equal to such Participant’s total Earned Credits at the end of each Plan Year after the Effective Date.

2.12 “457(f)(2)(F) Account Benefit” means a benefit equal to the balance of the Participant's 457(f)(2)(F) Account at the time the Participant becomes entitled to receive his or her 457(f)(2)(F) Account Benefit as described in Article 4.

2.13 “Housing Stipend” means, an amount equal to \$25,000 for all Participants other than Regularly Scheduled Support Staff (addressed immediately below), which may be as adjusted by the District as it sees fit; provided; however, in no event shall the Housing Stipend exceed \$25,000.00 in any given Plan Year. The Housing Stipend shall automatically be adjusted downward in proportion for any Participant (other than Regularly Scheduled Support Staff, addressed immediately below) who is not a full time employee in the year in which the Participant becomes eligible for the Housing Stipend. By way of example, if a Participant works 50% of the amount worked by a full time employee in the year such Participant becomes eligible

for the Housing Stipend, the amount payable would be $50\% * \$25,000 = \$12,500$. Any Participant who is a full time employee in the year in which such Participant becomes eligible for the Housing Stipend shall receive the entire stipend, notwithstanding whether such participant may not have been a full time employee during the preceding three years. With respect to any Regularly Scheduled Support Staff, "Housing Stipend" means an amount equal to (i) \$10,000, plus (ii) 20.5% of such Participant's expected annual wages without overtime, vacation pay or any additional pay beyond that of their regular wage and hours estimated for the following Plan Year. In any event the amount shall not exceed the amount determined for Continuing Contract Teachers.

2.14 "Participant" means a regularly scheduled employee of the District.

2.15 "Plan Year" means the fiscal year from July 1 through June 30.

2.16 "Qualified Administrator" means any Participant who is an Administrator who has a validly signed employment contract with the District for three consecutive Fiscal Years ending on June 30, 2011. Years of service prior to the Effective Date shall count for purposes of this section.

2.17 "Reasonable Cause" means any of the following with respect to the Participant's position of employment with the District:

(c) Any conduct of Participant that constitutes moral turpitude or that would tend to bring public disrespect, contempt or ridicule upon the District.

(d) A deliberate or serious violation of any law, rule, regulation, constitutional provision or bylaw of the District or local, state or federal law, regulation or ordinance.

(e) Prolonged absence from duty without the consent of the District.

2.18 "Regularly Scheduled Support Staff" means all participants who are not Continuing Contract Teachers or Qualified Administrators, and who have been continually employed with the District for three consecutive Fiscal Years ending on June 30, 2011. Years of service prior to the Effective Date shall count for purposes of this section. For purposes of the Plan Year ending June 31, 2011, any Regularly Scheduled Support Staff will be considered to have been continually employed with the District for three consecutive Fiscal Years if they held and continually occupied a regularly scheduled position with the District on or before September 1, 2008. Such rule shall apply to all future Plan Years.

2.19 "Retirement Date" shall mean the date on which a Participant retires from employment by the District.

2.20 "Year of Service" shall mean continuous employment by the District of a Participant throughout one Plan Year.

ARTICLE 3. 457(f)(2)(F) Account

3.1 Establishment and Crediting of 457(f)(2)(F) Account. The District shall establish a 457(f)(2)(F) Account on its books for each Participant as of the Participant's Entry Date and shall allocate to the Participant's 457(f)(2)(F) Account the amounts stated in Sections 3.2 and 3.3 at the time specified.

3.2 Earned Credits. The Participant's Earned Credits shall be credited to his or her 457(f)(2)(F) Account as of the last day of each Plan Year after the Effective Date. As of the Effective Date, each Participant shall receive Earned Credits for all Years of Service completed as of the Effective Date. Notwithstanding any other provision of this Plan, the Earned Credits in any given year may never exceed that amount set forth in Code Section 457(f)(4)(A), as adjusted for inflation pursuant to Code Section 457(f)(4)(B).

3.3 Determination of Accounts. The 457(f)(2)(F) Account as of each Determination Date shall consist of the balance of such 457(f)(2)(F) Account as of the immediately preceding Determination Date, adjusted to reflect allocations to such 457(f)(2)(F) Account pursuant to this Article 3 since the immediately preceding Determination Date.

3.4 Statement of Accounts. As soon as practicable after the close of each Plan Year, the District shall provide Participants with a statement setting forth the balance of such Participant's 457(f)(2)(F) Account as of the Determination Date for the Plan Year just ended.

3.5 Separate Fund. The District shall set aside an amount necessary to fund the benefits conferred under this Plan. Notwithstanding this Section 3.6, until and except to the extent that any 457(f)(2)(F) Account Benefit or Housing Stipend hereunder is paid to the Participant or beneficiary in accordance with this Plan, the interest of the Participant or beneficiary therein only is contingent and subject to forfeiture as provided below. Any assets, whether cash or investments, which the District may set aside to meet its contingent deferred obligation hereunder shall at all times remain the property of the District, and no Participant or beneficiary shall under any circumstances acquire any property interest in any specific assets of the District. To the extent that any person acquires a right to receive payments from the District hereunder, such right shall be no greater than the right of any unsecured general creditor of the District.

ARTICLE 4. PAYMENT OF 457(f)(2)(F) ACCOUNT BENEFITS

4.1 General Rule Regarding Entitlement to 457(f)(2)(F) Account Benefit. Except as provided hereinafter, a Participant shall be entitled to such Participant's 457(f)(2)(F) Account Benefit upon the Participant's Deferred Vesting Date in accordance with this Article.

4.2 457(f)(2)(F) Account Benefit Vesting Schedule. Subject to Section 4.3 herein, the value of a Participant's 457(f)(2)(F) Account Benefit on Such Participant's Deferred Vesting Date shall be equal to:

(a) 100.00% of the value of the Participant's 457(f)(2)(F) Account if the Deferred Vesting Date occurs on or after completing 20 Years of Service.

(b) 92.50% of the value of the Participant's 457(f)(2)(F) Account if the Deferred Vesting Date occurs on or after completing 19 Years of Service.

(c) 85.00% of the value of the Participant's 457(f)(2)(F) Account if the Deferred Vesting Date occurs on or after completing 18 Years of Service.

(d) 77.50% of the value of the Participant's 457(f)(2)(F) Account if the Deferred Vesting Date occurs on or after completing 17 Years of Service.

(e) 70.50% of the value of the Participant's 457(f)(2)(F) Account if the Deferred Vesting Date occurs after completing 16 Years of Service.

(f) 62.50% of the value of the Participant's 457(f)(2)(F) Account if the Deferred Vesting Date occurs on or after completing 15 Years of Service.

(g) Zero percent (0%) of the value of the Participant's 457(f)(2)(F) Account if the Deferred Vesting Date occurs prior to completing 15 Years of Service.

4.3 Entitlement to 457(f)(2)(F) Account Benefit in the event of Termination of Employment prior to Deferred Vesting Date.

(a) If a Participant's employment with the District is voluntarily terminated by the Participant for any reason whatsoever prior to the Participant's Deferred Vesting Date, the Participant shall fully and immediately upon such termination forfeit any and all right to Participant's 457(f)(2)(F) Account Benefit under this Plan.

(b) If a Participant's employment with the District is terminated for Reasonable Cause, the Participant shall fully and immediately upon such termination forfeit any and all rights to such Participant's 457(f)(2)(F) Account Benefit under this Plan.

(c) If a Participant's employment with the District is terminated as a result of the Participant's Disability, the Participant shall be entitled to receive the Participants 457(f)(2)(F) Account Benefit in accordance with Section 4.4(a).

4.4 Time and Method of Payment of Account Benefits. A Participant's 457(f)(2)(F) Account Benefit shall be payable as described in this Section 4.4.

(a) *Payment.* When a Participant first becomes entitled to such Participant's 457(f)(2)(F) Account Benefit pursuant to Section 4.2 or 4.3(c), the District shall distribute the Participant's 457(f)(2)(F) Account Benefit (less taxes withheld) by a series of sixty equal monthly payments which shall begin thirty (30) days after such entitlement begins.

4.5 Survivorship Benefits. Upon the death of the Participant, the District shall pay the Participant's 457(f)(2)(F) Account Benefit in accordance with this Section 4.5.

(a) *Death Prior to Payment of Benefit.* If the Participant dies before the District pays the 457(f)(2)(F) Account Benefit in accordance with Section 4.4, the District shall pay the

Participant's 457(f)(2)(F) Account Benefit to the Participant's beneficiary in a lump sum (less taxes withheld) thirty (30) days after the Participant's death.

(b) *Death During Payment of Benefit.* If the Participant dies during the time the District pays the 457(f)(2)(F) Account Benefit in accordance with Section 4.4, the District shall pay the Participant's 457(f)(2)(F) Account Benefit to the Participant's beneficiary in a lump sum (less taxes withheld) thirty (30) days after notice of the Participant's death.

(c) *Death of Beneficiary.* If the beneficiary dies before the District pays the payment due to such beneficiary hereunder, such amount shall be paid to the legal representative of the beneficiary's estate.

(d) *Beneficiary Designations.* The Participant shall designate a beneficiary by filing a written notice of such designation with the District. The Participant may revoke or modify the designation at any time by a further written designation. However, no such designation, revocation or modification shall be effective unless signed by the Participant and accepted by the District during the Participant's lifetime. The Participant's beneficiary designation shall automatically be deemed revoked in the event of

(1) the death of the beneficiary prior to the Participant's death, or

(2) dissolution of the Participant's marriage if the beneficiary is the Participant's spouse.

If the Participant dies without a valid beneficiary designation, all payments shall be made to the Participant's surviving spouse, if any, and if none, to the Participant's surviving children and descendants of any deceased child, by right of representation, and if no children or descendants survive, to the Participant's estate.

(e) *Facility of Payment.* If the benefit is payable to a minor or person declared incompetent or to a person incapable of handling the disposition of his property, the District may pay such benefit to the guardian, legal representative or person having the care or custody of such minor, incompetent or incapable person. The District may require proof of incompetence, minority or guardianship as it may deem appropriate prior to distribution of the benefit. Such distribution shall completely discharge the District from all liability with respect to such benefit.

ARTICLE 5. PAYMENT OF HOUSING STIPEND

5.1 General Rule Regarding Entitlement to Housing Stipend. Except as provided hereinafter, a Participant upon becoming a Continuing Contract Teacher or Qualified Administrator after the Effective Date shall be entitled to the Housing Stipend.

5.2 Entitlement to Housing Stipend in the event of Termination of Employment prior to becoming a Continuing Contract Teacher.

(a) If a Participant's employment with the District is terminated prior to becoming a Continuing Contract Teacher or Qualified Administrator for any reason whatsoever prior to the Participant's becoming a Continuing Contract Teacher or Qualified Administrator, the Participant shall fully and immediately upon such termination forfeit any and all right to Participant's Housing Stipend under this Plan.

5.3 Time and Method of Payment of Housing Stipend. When a Participant first becomes entitled to such Participant's Housing Stipend, the District shall distribute the Participant's Housing Stipend (less taxes withheld) in a lump sum on the first payroll date of the Fiscal Year following the year in which such Participant became a Continuing Contract Teacher or Qualified Administrator. In no event shall any Participant be entitled to more than a single Housing Stipend. In the event any Continuing Contract Teacher or Qualified Administrator becomes eligible for the Housing Stipend, and has previously received a Housing Stipend as a Regularly Scheduled Support Staff, the amount of such Housing Stipend payments shall not exceed the amount set forth in Section 2.12.

5.4 Survivorship Benefits. Upon the death of the Participant, the District shall pay the Participant's Housing Stipend in accordance with this Section 6.4.

(a) *Death Prior to Payment of Benefit.* If the Participant dies after becoming a Continuing Contract Teacher or Qualified Administrator but before the District pays the Housing Stipend in accordance with Section 6.3, the District shall pay the Participant's Housing Stipend to the Participant's beneficiary in a lump sum (less taxes withheld) thirty (30) days after notice of the Participant's death.

(b) *Death of Beneficiary.* If the beneficiary dies before the District pays the payment due to such beneficiary hereunder, such amount shall be paid to the legal representative of the beneficiary's estate.

(c) *Beneficiary Designations.* The Participant shall designate a beneficiary by filing a written notice of such designation with the District. The Participant may revoke or modify the designation at any time by a further written designation. However, no such designation, revocation or modification shall be effective unless signed by the Participant and accepted by the District during the Participant's lifetime. The Participant's beneficiary designation shall automatically be deemed revoked in the event of

(1) the death of the beneficiary prior to the Participant's death, or

(2) dissolution of the Participant's marriage if the beneficiary is the Participant's spouse.

If the Participant dies without a valid beneficiary designation, all payments shall be made to the Participant's surviving spouse, if any, and if none, to the Participant's surviving children and descendants of any deceased child, by right of representation, and if no children or descendants survive, to the Participant's estate.

(d) *Facility of Payment.* If the benefit is payable to a minor or person declared incompetent or to a person incapable of handling the disposition of his property, the District may pay such benefit to the guardian, legal representative or person having the care or custody of such minor, incompetent or incapable person. The District may require proof of incompetence, minority or guardianship as it may deem appropriate prior to distribution of the benefit. Such distribution shall completely discharge the District from all liability with respect to such benefit.

ARTICLE 6. ADMINISTRATION OF THE PLAN

6.1 Administration. The District shall administer the Plan.

6.2 Powers of the District. The District shall have all powers necessary to administer the Plan, including without limitation the discretion:

(a) to interpret the provisions of the Plan;

(b) to establish and revise the method of accounting for the Plan and to maintain the accounts of the Plan;

(c) to establish and enforce rules for the administration of the Plan and to prescribe any forms required to administer the Plan;

(d) to delegate specific duties and responsibilities to officers or other employees of the District or other individuals or entities, and as part of any such delegation to allow further delegations by the individual or entity to whom the delegation initially is made.

6.3 Records and Reports. The District and those to whom the District has delegated duties under the Plan shall keep records of all their proceedings and actions and shall maintain books of account, records and other data as shall be necessary for the proper administration of the Plan and for compliance with applicable law.

6.4 Claims Procedure. The Participant or beneficiary (“Claimant”) may request payment of his benefits under the Plan by delivering a written application to the District. Within ninety (90) days after such application, the District shall notify the Claimant in writing of its eligibility or noneligibility for benefits under the Plan. The District shall make all decisions and determinations respecting the right of any person to a benefit under the Plan.

(a) If the claim does not relate to disability benefits under the Plan, written or electronic notice of the disposition of a claim shall be furnished to the Claimant within 90 days after receipt of the claim by the District, unless special circumstances require an extension of time for processing for up to an additional 90 days. If such an extension of time is taken, before the expiration of the initial 90-day period, the District shall inform the Claimant of the delay in writing, including the reasons therefor and the date by which the District expects to render its decision.

(b) If the Claimant's claim concerns disability benefits under the Plan, the District shall furnish the Claimant written or electronic notice of the disposition of the claim within 45 days after receipt of the claim by the District, unless special circumstances require an extension of time for processing for up to an additional 30 days. If such an extension of time is taken, before the expiration of the initial 45-day period, the District shall inform the Claimant of the delay in writing, including the reasons therefor and the date by which the District expects to render its decision. If special circumstances still prevent the resolution of the claim, the District may then take up to another 30 days. In such case, before the end of the original 30-day extension, the District shall inform the Claimant of the delay in writing, including reasons therefor and the date by which the District expects to render its decision.

(c) If a claim is denied, the reasons for the denial shall specifically be set forth in the notice of claim denial, in language calculated to be understood by the Claimant, pertinent provisions of the Plan shall be cited, and a description of any additional material or information necessary for the Claimant to perfect the claim and an explanation of why such material or information is necessary shall be provided. In addition, the notice shall include an explanation of the Plan's claims review procedures, and the time limits applicable thereto, and a statement of the Claimant's right to bring a civil action under § 502(a) of ERISA, if any.

(d) If a claim for disability benefits is denied, if an internal rule, guideline, protocol or other similar criterion ("Internal Rule") was relied upon in making the adverse determination, in addition to the content requirements set forth above, the notice of claim denial shall include either the Internal Rule itself or a statement that the Internal Rule was relied upon in making the adverse determination and that a copy of the Internal Rule will be provided free of charge to the Claimant. If the adverse benefit determination is based upon medical necessity or experimental treatment or similar exclusion, in addition to the content requirements set forth above, the notice of claim denial shall include an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the Claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request.

(e) In the event that the District provides any notice required under Section 7.4 or 7.5 via electronic means, such electronic notice shall comply with the standards imposed by ERISA Regulation § 2520.104b-1(c)(1)(i),(iii), and (iv).

6.5 Review Procedure. Any Claimant who has been denied a benefit by a decision of the District shall be entitled to review of the denial by filing with the District a written request for appeal of the denial.

(a) If the claim does not relate to disability benefits under the Plan, such request, together with a written statement of the reasons why the Claimant believes his claim should be allowed shall be filed with the District no later than 60 days after the Claimant's receipt of the notice of denial of his claim. If the claim relates to disability benefits under the Plan, such request and written statement must be filed with the District no later than 180 days after the Claimant's receipt of the notice of denial of the claim.

(b) The Claimant or his authorized representative shall have an opportunity to submit written comments, documents, records and other information relating to the claim for benefits.

Upon request by the Claimant or the authorized representative, the District shall provide reasonable access to and copies of all documents, records and other information relevant to the Claimant's claim for benefits. Such copies shall be provided free of charge.

(c) The review shall take into account 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.

(d) The review of a claim relating to disability benefits shall not afford deference to the initial adverse benefit determination and shall be conducted by an individual who is neither the individual who made the adverse benefit determination nor the subordinate of such individual. In deciding an appeal of any adverse benefit determination that is based in whole or in part on a medical judgment, the District shall consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment. Such health care professional shall be neither the individual who was consulted in connection with the adverse benefit determination nor the subordinate of such individual. the District shall identify medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the adverse determination, without regard to whether the advice was relied upon in making the benefit determination.

(e) The District shall make a final decision as to the allowance or disallowance of any claim not relating to disability benefits under the Plan within 60 days of receipt of the request for appeal, unless special circumstances require an extension of time for processing for up to 60 additional days. If such an extension of time is taken, the District shall inform the Claimant of the delay in writing before the expiration of the initial 60-day period, including a description of the specific circumstances requiring the extension and the date by which the District expects to render its decision on appeal.

(f) The District shall make a final decision as to the allowance or disallowance of any claim for disability benefits within 45 days of receipt of the request for appeal, unless special circumstances require an extension of time for processing for up to 45 additional days. If such an extension of time is taken, the District shall inform the Claimant of the delay in writing before the expiration of the initial 45-day period, including a description of the specific circumstances requiring the extension and the date by which the District expects to render its decision on appeal.

(g) The District shall provide the Claimant with written or electronic notice of the Plan's benefit determination on review. The decision on review shall be written in a matter calculated to be understood by the Claimant and shall include: (i) specific reasons for the decision; (ii) a statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records and other information relevant to the Claimant's claim for benefits; (iii) specific references to the pertinent Plan provision on which the decision is based; and (iv) a statement of the Claimant's right to bring an action under §502(a) of ERISA, if any.

(h) In the event the decision on review involves an adverse determination regarding a claim for disability benefits, then in addition to the content requirements set forth above, the

following requirements shall apply with respect to the notice of the Plan's benefit determination on review: (i) such notice shall include the following statement: "You and your plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U. S. Department of Labor Office and your state insurance regulatory agency."; (ii) if an Internal Rule was relied upon in making the adverse determination, such notice shall include either the Internal Rule itself or a statement that the Internal Rule was relied upon in making the adverse determination and that a copy of the Internal Rule will be provided free of charge to the Claimant; and (iii) if the adverse benefit determination is based upon medical necessity or experimental treatment or similar exclusion, in addition to the content requirements set forth above, such notice shall include an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the Claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request.

6.6 Construction and Interpretation. Subject to the terms and conditions of the Employment Agreement, the District has discretionary authority to operate this Plan, and all determinations, interpretations, rules and decisions of the District and any person to whom the District delegates duties or responsibilities pursuant to the Plan shall be conclusive and binding upon all persons having or claiming to have any interest or right under the Plan, including the Participant.

6.7 Costs. The District shall bear the costs of the Plan.

ARTICLE 7. AMENDMENT AND TERMINATION

7.1 Amendment. The District may amend the Plan in full or in part.

7.2 Termination. The District reserves the right to terminate the Plan. In the event of termination of the Plan, each Participant's vested 457(f)(2)(F) Account Benefit, if any, will be paid to the Participant in accordance with Article 4.

ARTICLE 8. MISCELLANEOUS

8.1 No Guarantee of Employment. The adoption and maintenance of the Plan shall not be deemed to be a contract of employment between the District and the Participant, nor shall it be deemed to modify any separate contract of employment between the District and the Participant.

8.2 Nonalienation. No 457(f)(2)(F) Account Benefit or anticipated Housing Stipend shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, levy or charge of any kind. Any attempt to so anticipate, alienate, sell, transfer, assign, pledge, encumber, levy or charge the same shall be void. No 457(f)(2)(F) Account Benefit or anticipated Housing Stipend shall be in any manner liable for or subject to the debts, contracts, liabilities, engagements or torts of the person entitled to such benefit. Prior to the actual payment of the Participant's 457(f)(2)(F) Account Benefit or anticipated Housing Stipend, no portion shall be transferable pursuant to a domestic relations order of any kind.

8.3 Offset for Obligations to Employer. At the time when any Participant becomes entitled to payment of a 457(f)(2)(F) Account Benefit or Housing Stipend, if the Participant has any debt, obligation, or other liability representing an amount owing to the District and if such debt, obligation or other liability is due and owing at the time benefit payments are payable hereunder, the District may offset the amount owing it against the amount of benefits otherwise distributed hereunder.

8.4 No Guarantee of Tax Consequences. The District makes no commitment or guarantee that any amounts paid to or for the benefit of a Participant under the Plan will be excludable from the Participant's gross income for federal or state income tax purposes, nor that any other federal or state tax treatment will apply to or be available to any Participant. It shall be the obligation of each Participant to determine whether any benefit under the Plan is excludable from the Participant's gross income for federal and state income tax purposes.

8.5 Withholding. There shall be deducted from all amounts paid under this Plan any taxes required to be withheld for any federal, state or local government. The Participant or beneficiary receiving a 457(f)(2)(F) Account Benefit or Housing Stipend will bear any and all federal, foreign, state, local or other taxes imposed on amounts paid under this Plan as to which no amounts are withheld, irrespective of whether withholding is required.

8.6 Gender and Number. Unless the context plainly requires otherwise, words in the masculine gender shall include the feminine and neuter genders, the singular shall include the plural, and the plural shall include the singular.

8.7 Headings. The headings of the sections of this Plan are for convenience of reference only and shall have no substantive effect on the provisions of the Plan.

8.8 Applicable Law. To the extent not preempted by federal law, the laws of the State of Wyoming shall govern, control and determine any questions arising with respect to this Plan and the validity, interpretation and performance of its provisions.

IN WITNESS WHEREOF, Sublette County School District No. 1 has executed this Plan as of June 30, 2011.

By: _____
Greg Anderson, Chairman