

# ***Stanley-Boyd Area Schools***

**JAMES B. JONES, DISTRICT ADMINISTRATOR  
507 EAST 1<sup>ST</sup> AVENUE  
STANLEY, WISCONSIN 54768  
715-644-5534**

**HIGH SCHOOL  
507 E. 1<sup>st</sup> Avenue  
Stanley, WI 54768**

**MIDDLE SCHOOL  
507 E. 1<sup>st</sup> Avenue  
Stanley, WI 54768**

**ELEMENTARY  
507 E. 1<sup>st</sup> Avenue  
Stanley, WI 54768**

**EARLY LEARNING CENTER  
303 E. Park Street  
Boyd, WI 54726  
715-667-3221**

**Date**

## **VIA E-MAIL & U.S. MAIL**

**[Insert Vendor Contact]**

**[Insert Title]**

**[Insert Vendor Address]**

**Re: Stanley-Boyd Area School District 403(b) Plan  
Hold Harmless Agreement Addendum**

Dear **[Contact Name]:**

You have signed the Stanley-Boyd Area School District 403(b) Tax-Sheltered Annuity (TSA) Vendor Certification and Hold Harmless and Indemnification Agreement (the "Agreement") pursuant to the requirements of the Stanley-Boyd Area School District Employees Savings Plan (403(b) Plan) (the "Plan").

As plan sponsor, the Stanley-Boyd Area School District (the "District") has amended and restated the Plan, effective immediately, to allow its participants to comply with the requirements of the Heroes Earnings Assistance and Relief Tax Act of 2008 (the "HEART Act").

Below please find replacement language for the identified sections of the Agreement previously executed between you, as the Vendor, and the District. These revised terms shall serve as the full Agreement between the parties that will govern our relationship, and continuing deferrals to you, unless objected to within fifteen (15) calendar days from the date of this letter.

4. The Vendor is aware that the distribution of funds from a participant's 403(b)(1) annuity and/or 403(b)(7) custodial account may only be made upon a distributable event, as permitted by the Code and as permitted by the Plan's rules. For purposes of this agreement, the Plan permits distributions upon death, disability, attainment of age 59 ½, normal retirement, under a Qualified Reservist Distribution or upon severance of employment with the District. The Vendor will be responsible for supplying all necessary distribution forms to participants for any and all permissible distributions.

To ensure that you have read and agree with the terms of Item #4 above, please sign and date this addendum below. Thank you in advance for your attention to this matter.

Very truly yours,

Jim Jones  
District Administrator  
Stanley-Boyd Area School District

Addendum Approved and Accepted by:

**Stanley-Boyd Area School District:**

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Vendor: **[Insert Vendor Name]**

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number