ADOPTION AGREEMENT
FOR THE DATAIR
SECTION 403(b) VOLUME SUBMITTER PLAN
15-001

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The DATAIR Section 403(b) Volume Submitter Plan ("the Plan") is hereby adopted by:

____

____

(the "Employer").

The Plan, as applicable to the Employer, shall be known as:

____

The Effective Date of the Plan is ___/___/_____. (May not be earlier than the first day of the initial Plan Year).

- ☐ a. The Plan is newly established. There is no preexisting Plan.
- ☐ b. The Plan is an amendment of a preexisting Plan that was originally effective as of: ___/___/_____.
- ☐ c. The Plan is an amendment and restatement of a preexisting Plan that was originally effective as of: ___/___/_____.
- ☐ d. The Plan will not include certain Section 403(b) Contract(s) issued before ___/___/_____ to which no contributions have been made as described under Revenue Procedure 2007-71. (May not exclude contract(s) issued after December 31, 2004 and before January 1, 2009.)
- ☐ e. The Plan is frozen effective as of: ___/___/_____.

NOTE: *The effective date of a new plan should not be earlier than the first day of the first Plan Year in which the Plan is adopted. The effective date for a restated plan cannot be earlier than January 1, 2009.*

1. The Employer is an Eligible Employer described as:

- ☐ a. A government-sponsored educational organization described in section 170(b)(1)(A)(ii) (a "public school").
- ☐ b. A tax-exempt organization described in section 501(c)(3) which is exempt from tax under section 501(a).
- ☐ c. An employer of a minister described in section 414(e)(5)(A).
- ☐ d. A minister described in section 414(e)(5)(A).
- ☐ e. A tax-exempt organization described in section 501(c)(3) which is also a government entity.

2. The Plan is a Section 403(b):

- ☐ a. That is a Plan of a Church Plan (under section 3121(w)(3)(A) of the Code – i.e., a church, a convention or association of churches, or an elementary or secondary school of such or a Qualified Church Controlled Organization (QCCO) under section 3121(w)(3)(B) of the Code).
- ☐ b. Governmental Plan for a tax exempt organization described under section 501(c)(3).
- ☐ c. Government-sponsored educational organization described in section 170(b)(1)(A)(ii) (a "public school").
- ☐ d. A section 403(b) plan for other tax exempt organization described under section 501(c)(3) which is exempt from tax under section 501(a):
  - ☐ 1. Non-ERISA 403(b) plan under the DOL safe harbor regulation at 29 C.F.R. 2510.3-2(f).
  - ☐ 2. ERISA 403(b) plan.

PART I. The following identifying information pertains to the Employer and the Plan, if applicable:

1. **Employer Address:** ____
____
_________________________, ___ __________

2. **Employer Telephone:** ______________

3. **Employer Tax ID:** __________

4. **Employer Fiscal Year:** **___/___ to ___/___**

5. **Three Digit Plan Number:** ___

6. **Plan Year:**
   ☐ **___/___ to ___/___**
   (Must be 12 consecutive months period.)
   ☐ **A calendar year.**

7. **Short Plan Year:** ☐ **___/___/_____ to ___/___/_____**

8. **Plan Agent:**
   ☐ a. Same as Employer ____
   ☐ b. Other: (Specify.) ____
____
____
_________________________, ___ __________

9. **Legal Organization of Employer:**
   ☐ a. Non-profit Corporation.
   ☐ b. Trust or Foundation.
   ☐ c. Unincorporated Association.
   ☐ d. Other: _______________________________________

   Note: An eligible Employer must be a legal entity recognized under federal income tax laws as a section 501(c)(3) organization.

10. **Business Code:** ______
    (as used on Form 5500; six-digit NAICS)

11. **State of Legal Construction:** _________________________

12. **Date Business Commenced:** **___/___/_____**
    (Enter date incorporated or date business was formed.)

13. Other Related Employers: List participating members covered under the Plan. (In order to participate in the Plan, each member must sign the Adoption Agreement.)

☐ Common Control: (List members participating in the Plan.)

14. Plan Administration: The Plan shall be administered by the following:

☐ a. Employer as Plan Administrator – Self: ______________________________________
____
____

☐ b. Named Plan Administrator: ______________________________________
________________________, ___ __________
____

☐ c. Committee:

☐ d. Other: The Plan administrative duties shall be delegated as specified in the Administration and Funding Addendum.

☐ e. Plan Administrator ID Number: __________

15. The Plan will use the following Investment Arrangements:

☐ a. Annuity Contracts.

☐ b. Custodial Accounts.

☐ c. The Plan will permit group contracts.

*****CAUTION*****

FAILURE TO COMPLETE THE ADOPTION AGREEMENT PROPERLY MAY AFFECT THE QUALIFICATION (FAVORABLE TAX TREATMEMT) OF THE PLAN PURSUANT TO SECTION 403(B) OF THE CODE

PART II. The Plan contains certain design features intended to provide the statutory requirements or most commonly adopted features, but permits the selection of alternative features. **Unless specifically provided to the contrary, only one selection may be made for each design category.** Section references are to the Plan. All capitalized terms are defined in the Plan.

A. Eligibility and Service Provisions

A1. **Eligible Employees (Section 2.1.1)** - All Employees are eligible to participate in the Plan, including Employees covered by a collective bargaining agreement, unless otherwise provided below. (Select a. or all applicable in b. – n.)

Elective Deferrals	Employer Non-Elective Contributions	Employer Matching Contributions		
☐	☐	☐	a.	Plan provision. All Employees are eligible, except Nonresident Aliens.
☐	☐	☐	b.	Include Nonresident Aliens.
☐	☐	☐	c.	Exclude students performing services described in section 3121(b)(10).
☐	☐	☐	d.	Exclude Employees who normally work less than 20 hours per week, as determined by Code section 410(a)(3)(C), in a 12-month computation period.
☐	☐	☐	e.	Exclude Employees who participate in another elective deferral or 457 governmental plan sponsored by the Employer.
N/A	☐	☐	f.	Exclude Employees covered by a collective bargaining agreement.
N/A	☐	☐	g.	Exclude Employees who are covered under another qualified plan sponsored by the Employer.
N/A	☐	☐	h.	Exclude Employees who elect not to participate in the Plan.
N/A	☐	☐	i.	Exclude Employees who are not eligible for Employer provided health or welfare benefits.
N/A	☐	☐	j.	Exclude Employees acquired in a Code section 410(b)(6)(C) acquisition.
N/A	☐	☐	k.	Exclude the following Employees. Specify by name: ______________________________ (See Note Below)
N/A	☐	☐	l.	Exclude the following group of Employees. Specify by group or class: ______________________________ (See Note Below)
N/A	☐	☐	m.	Exclude all Highly Compensated Employees (HCEs). *Note: If no HCEs are covered, the plan will pass all nondiscrimination tests. (See Note Below)*
N/A	☐	☐	n.	Other: ______________________________

Note: k., l., m., and n. above. The elections made must not discriminate in favor of Highly Compensated Employees. The exclusions entered into the fill-in box cannot result in the group of NHCEs participating under the Plan being only those NHCEs with the lowest amount of compensation and/or the shortest periods of service and who may represent the minimum number of these employees necessary to satisfy coverage under section 410(b) of the Code. The note does not apply to governmental or church organization employers or plans not subject to Title 1 of ERISA.

A2. **<u>Highly Compensated Employee Determination</u>** - Highly Compensated Employee means any Employee who for the preceding year had compensation from the Employer in excess of $120,000 for 2015 (as adjusted by the Secretary pursuant to Code section 415(d) and, if the Employer so elects, was in the top-paid group for the preceding year. The top-paid group election and the calendar year data election must apply consistently to the determination years of all plans of the Employer. (Select all applicable; must select d. and one of d.1., d.2., or d.3.)

☐ a. Plan Provision.

☐ b. Top-paid group election. The Highly Compensated Employee determination is limited to the top 20% of Employees when ranked by compensation.

☐ c. Calendar year data election – Method for determining greater than $120,000 in compensation for 2015 (as adjusted by the Secretary pursuant to Code section 415(d)) uses compensation paid during the calendar year beginning with or within the look-back year. (Not available for calendar year plans)

☐ d. The employee census for all plans will be based on:

- ☐ d.1. The preceding Plan Year.
- ☐ d.2. The calendar year beginning within the preceding Plan Year.
- ☐ d.3. The 12-month period ending ___/___/_____. (Select this option when using the Plan Year of another plan of the Employer.)

A3. **<u>Computation Periods for Years of Service</u>**

Eligibility Computation Period - The initial Eligibility Computation Period begins on the Employment Commencement Date and ends on the anniversary thereof. The Eligibility Computation Periods subsequent to the initial Eligibility Computation Period:

☐ a. Continue to be based on the Employment Commencement Date. (Plans using the Elapsed Time Method for determining a Year of Service for Eligibility purposes must select this option.)

☐ b. Are the Plan Years beginning with the first Plan Year commencing prior to the first anniversary of the Employment Commencement Date. (Not available for Plans using the Elapsed Time Method for determining a Year of Service for Eligibility purposes.)

Computation Periods for Vesting Service and Credited Service - The computation period for a Year of Service shall be the 12-consecutive month period selected below:

Note: Credited Service is only applicable for Plans selecting certain Non-Elective and Matching Contribution allocation formulas (D14.h.). Omit Credited Service selections unless required by the allocation formula.

Vesting Service	Credited Service	
☐	☐	c. The Plan Year.
☐	☐	d. The 12-month period ending on the employment anniversary date.
☐	☐	e. The calendar year ending with or within the Plan Year.
☐	☐	f. The Employer's Work Period.

A4. **<u>Hour of Service</u>** - Service is credited on the basis of actual hours for which the Employee is paid or entitled to payment. The Employer may elect to use the Elapsed Time Method to determine Years of Service. (Complete a. or b. for each purpose.)

Eligibility Service	Vesting Service	Credited Service	
☐	☐	☐	a. Service is based on actual hours and the following equivalency will be used when records of hours are not maintained: (Also select one of a.1. through a.4.)
☐	☐	☐	a.1. Days Worked - An Employee will be credited with 10 Hours of Service if credited with at least 1 Hour of Service during the day.
☐	☐	☐	a.2. Weeks Worked - An Employee will be credited with 45 Hours of Service if credited with at least 1 Hour of Service during the week.
☐	☐	☐	a.3. Semi-Monthly or Two-Week (Bi-weekly) Payroll Period - An Employee will be credited with 95 Hours of Service if credited with at least 1 Hour of Service during the payroll period.
☐	☐	☐	a.4. Months Worked - An Employee will be credited with 190 Hours of Service if credited with at least 1 Hour of Service during the month.
☐	☐	☐	b. Service is determined under the Elapsed Time Method, and fractional years are measured using: (Also select one of b.1. through b.5.)
☐	☐	☐	b.1. Exact dates in years.
☐	☐	☐	b.2. Exact dates in months.
☐	☐	☐	b.3. Calendar month granted if Employee credited with an Hour of Service.
☐	☐	☐	b.4. Nearest calendar months.
☐	☐	☐	b.5. Completed calendar months rounded to the nearest1/12th of a year.

A5. **<u>Years of Service</u>**

Note: For Eligibility and Vesting purposes, no more than 1000 hours may be required, though a lesser number may be specified. For Credited Service, no more than 2000 hours may be required for a Year of Service, with proration required for 1000 hours or more.

Year of Service for Eligibility Purposes - If service for eligibility purposes is based on Hours of Service, a Year of Service is granted for each computation period during which at least 1000 hours are credited, unless a lesser number of hours is specified in A7.d.

Years of Vesting Service (Select one of a. through c. or d.)
Determined based on Hours of Service method using one of the following:

☐ a. At least 1000 hours credited during a computation period for Vesting Service. (Plan provision.)
☐ b. ____ Hours of Service (not to exceed 1000) credited during a computation period for Vesting Service.
☐ c. ____ Hours of Service (not to exceed 1000 hours), pro-rata year given if less than specified hours.
☐ d. Determined under the Elapsed Time Method using the following measure:
  ☐ d.1. ___ months of service (May not require more than 12 months.)
  ☐ d.2. ___ days of service (May not require more than 365 days.)

All Years of Vesting Service are taken into account UNLESS you exclude certain years. (Select either e. or any combination of f. through h.)

☐ e. Include all Years of Vesting Service.
☐ f. Exclude Years of Vesting Service prior to age 18.
☐ g. Exclude Years of Vesting Service prior to the original Effective Date of this Plan.
☐ h. Exclude Years of Vesting Service prior to the original Effective Date of predecessor plan - Effective Date of predecessor plan: ___/___/_____.

Year of Credited Service
Complete if the Employer Non-Elective and Matching Contribution allocation formula is based on Credited Service (D14.h.) and Credited Service is based on Hours of Service. (If Credited Service is based on the Elapsed Time Method, omit and refer to the Definition "Elapsed Time Method.")

- ☐ i. ____ Hours of Service (not to exceed 1000).
- ☐ j. ____ Hours of Service, pro-rata year given if less than specified hours (not to exceed 2000).
- ☐ k. ____ Hours of Service, pro-rata year given if less than specified hours provided at least ____ hours are earned (first blank not to exceed 2000, second blank not to exceed 1000).

Years of Credited Service are granted for:

- ☐ l. Years while a Participant.
- ☐ m. All years with the Employer.
- ☐ n. Limited to ___ years.

A6. **__Service with Predecessor Employers/Prior Employers__** - Service with predecessor employers is treated as service for the Employer, if the Employer maintains the plan of the predecessor employer. In all other cases, predecessor service is granted as specified below. Where applicable, identify the predecessor employer(s) and any document(s) that provide(s) for the crediting of service with such predecessor(s).

- ☐ a. No predecessor service is being granted.
- ☐ b. Service with the following entity(ies) shall be credited as service under this Plan:

  ____

  Service with the above entities has been determined under the terms of the following documents, if any:

  ____
- ☐ c. Service with the following prior employer(s) shall be credited as service under this Plan:

  ____

A7. **__Eligibility Requirements (Section 2.1.1)__** – An Eligible Employee is immediately eligible to make Elective Deferrals in the Plan under the universal availability provision of Code section 403(b)(12)(A).

An Employee is eligible to participate in Employer Contributions under Section 2.2.1, if the Employee satisfies the following requirements: (Select a., b., or a combination of c. and d.-h.)

Employer Non-Elective Contribution	Employer Matching Contribution		
☐	☐	a.	Not applicable or no age or service required.
☐	☐	b.	Immediately eligible.
☐	☐	c.	Minimum age of ____ year(s). (Plans subject to ERISA not to exceed 21, Public Schools not to exceed 26.)
☐	☐	d.	Minimum of ___ Year(s) of Service, where ____ Hours of Service are required for a Year of Service for Eligibility purposes. (Cannot require more than 2 years. If more than 1 year is selected, must select full and immediate vesting. Also, cannot require more than 1000 Hours of Service during the 12-month computation period for a Year of Service.)
☐	☐	e.	Minimum of ___ Year(s) of Service (May not exceed 2 Years of Service. If Plan requires 2 Years of Service, then must select full and immediate vesting).
☐	☐	f.	Minimum of ____ months of service in which the Employee is credited with _______ Hours of Service in each month, but in no event will the Employee be required to complete more than 1 Year of Service as defined in Part 1 Article II. (If more than 12 months are selected, must select full and immediate vesting.)

Employer Non-Elective Contribution	Employer Matching Contribution	
☐	☐	f.1. Months must be consecutive, but in no event will the Employee be required to complete more than 1 Year of Service as defined in Part 1 Article II.
☐	☐	g. Minimum of ____ calendar months of service in which the Employee is credited with _______ Hours of Service in each month or completes 1 Year of Service.
☐	☐	h. Minimum of ____ consecutive months – use Elapsed Time Method. (Cannot require more than 24 consecutive months. An Employee cannot be required to complete any specified number of Hours of Service. If more than 12 months are selected, must select full and immediate vesting.)
☐	☐	i. Employees employed on ___/___/_____ are eligible after meeting the: (Specify "employed on" date)
☐	☐	i.1. Age requirement.
☐	☐	i.2. Service requirement. (If not selected, Employees that would otherwise never work 1000 hours per year will enter the Plan.)
		Employees who meet these requirements shall enter the Plan as of: (Select one.)
☐	☐	i.3. Immediately.
☐	☐	i.4. The effective date of the Plan.
☐	☐	i.5. The Plan's next Entry Date.
☐	☐	i.6. ___/___/_____ (Enter a date prior to the Plan's next Entry Date.)

A8. **Break in Service** – A Break in Service occurs if an Employee fails to complete more than 500 Hours of Service during the applicable computation period unless a lesser number is specified.

Note: A Year of Service and a Break in Service must be measured on the same computation period.

Eligibility	Vesting	
☐	☐	a. Plan provision. A Break in Service will occur if the Employee fails to complete more than 500 Hours of Service.
☐	☐	b. A Break in Service will occur if the Employee fails to complete more than ___ (not to exceed 500) Hours of Service.
☐	☐	c. A Break in Service will occur after a one year period of severance under the Elapsed Time Method.

A9. **<u>Entry Date</u>** - An Eligible Employee may enter the Plan: (Select option a. or b. when including an Automatic Contribution Arrangement under D6., or D7.)

Elective Deferrals	**Employer Non-Elective Contribution**	**Employer Matching Contribution**		
☐	N/A	N/A	a.	Effective Date of salary deferral agreement.
☐	N/A	N/A	b.	Next payroll date coincident with or next following the effective date of the salary deferral agreement.
☐	☐	☐	c.	Monthly. The ______________ day of each calendar month of each Plan Year.
☐	☐	☐	d.	Quarterly. Starting with ___/___ and the same day of the month occurring in each successive 3-month period.
N/A	☐	☐	e.	Semiannual. - First Entry Date: ___/___or the date 6 months later, coincident with or next following satisfaction of the eligibility requirements.
N/A	☐	☐	f.	First day of the next Plan Year after satisfaction of the eligibility requirements, but in no event later than ___ months (not to exceed 6) after meeting the requirements.
N/A	☐	☐	g.	First day of Plan Year coincident with or next following satisfaction of the eligibility requirements, but in no event later than ___ months (not to exceed 6 months) after satisfying the eligibility requirements.
N/A	☐	☐	h.	First day of the ______ month (not more than 6th) after satisfaction of the eligibility requirements, but in no event later than the first day of the next Plan Year.
N/A	☐	☐	i.	Date on which the eligibility requirements are satisfied.
N/A	☐	☐	j.	The one year anniversary of the Employee's first day of employment.
N/A	☐	☐	k.	Anniversary Date coincident with or next following the satisfaction of the eligibility requirements, but in no event later than the first day of the next Plan Year or 6 months after satisfying the eligibility requirements.

l. Other: Enter Entry Date options for Employer Non-Elective Contribution and Employer Matching Contribution, but in no event later than the first day of the next Plan Year or 6 months after satisfying the eligibility requirements:

____

B. Date Provisions

B1. **Anniversary Date** - The Anniversary Date is: (Select one.)

- ☐ a. The last day of the Plan Year.
- ☐ b. The first day of the Plan Year.
- ☐ c. ___/___ of each Plan Year. (Enter month and day)
- ☐ d. Other - Specify: ____ (Must be at least annually.)

B2. **Valuation Date** - The Valuation Date is the date or dates on which the assets of the Plan are valued and Participants' Accounts are determined: (Select one.)

- ☐ a. Last day of the Plan Year.
- ☐ b. Semi-annually on the last day of each 6-month period beginning with the first day of the Plan Year.
- ☐ c. Quarterly on the last day of each 3 month period beginning with the first day of the Plan Year.
- ☐ d. Monthly on the last day of each calendar month of the Plan Year.
- ☐ e. Daily.
- ☐ f. Other: ____ (Must be at least annually)

B3. **Normal Retirement Age** - For each Participant, the Normal Retirement Age is:

- ☐ a. Age ____.
- ☐ b. Age ____ and ___ Years of Service. (Must satisfy both requirements.)
- ☐ c. Age ____ and the ___ anniversary of employment. (Must satisfy both requirements.)
- ☐ d. Age ____ and the 10th anniversary of Employee's participation in the Plan. (Must satisfy both requirements.)
- ☐ e. Sum of age and Years of Service equals ___.
- ☐ f. Sum of age and years of participation equals ___.
- ☐ g. Other - Specify: ____

In no event may NRA be later of age sixty-five (65) or the fifth (5th) anniversary of the participation in the Plan. For this purpose only, participation is assumed to commence as of the first day of the first Plan Year in which the Employee became a Participant.

B4. **Normal Retirement Date** - The Normal Retirement Date is:

- ☐ a. The actual date Normal Retirement Age is attained.
- ☐ b. The first day of the month in which Normal Retirement Age is attained.
- ☐ c. The first day of the month coincident with or next following the date Normal Retirement Age is attained.
- ☐ d. The last day of the month coincident with or next following the date Normal Retirement Age is attained.
- ☐ e. The Anniversary Date coincident with or next following the date Normal Retirement Age is attained.
- ☐ f. Other: ____ In no event may NRD be later than 6 months following attainment of NRA

B5. **Early Retirement Age** The Early Retirement Age is:

Note: In no event shall Early Retirement Age exceed Normal Retirement Age.

- ☐ a. The Plan does not provide an Early Retirement Age. (Skip Question B6.)
- ☐ b. Age ____.
- ☐ c. Age ____ and ___ Years of Service.
- ☐ d. Age ____ and ___ Years of Participation.
- ☐ e. ___ years prior to the Normal Retirement Age.
- ☐ f. Sum of age and Years of Service equals ___.
- ☐ g. Sum of age and Years of Participation equals ___.
- ☐ h. Other: ____

B6. **Early Retirement Date** - The Early Retirement Date is:

- ☐ a. The actual date Early Retirement Age is attained.
- ☐ b. The first day of the month in which the Early Retirement Age is attained.
- ☐ c. The first day of the month nearest the date Early Retirement Age is attained.
- ☐ d. The first day of the month coincident with or next following the date Early Retirement Age is attained.
- ☐ e. Anniversary Date of the Plan Year in which the Early Retirement Age is attained.
- ☐ f. Anniversary Date nearest the date Early Retirement Age is attained.
- ☐ g. Anniversary Date coincident with or next following the date Early Retirement Age is attained.
- ☐ h. Anniversary Date coincident with or next preceding the date Early Retirement Age is attained.
- ☐ i. The last day of the month in which the Early Retirement Age is attained.
- ☐ j. The last day of the month nearest the date Early Retirement Age is attained.
- ☐ k. The last day of the month coincident with or next following the date Early Retirement Age is attained.

B7. **Limitation Year (Section 3.2.2)** - The Limitation Year, for purposes of the limitation imposed by Code section 415 is the **calendar year;** unless the Employer sponsors another defined contribution plan, then the Limitation Year shall be the same limitation year used for the defined contribution plan, as specified below:

____ (Enter name of defined contribution plan.)

The Limitation Year for the defined contribution plan identified above is:
- ☐ a. The Plan Year.
- ☐ b. Calendar year coinciding with or ending within the Plan Year.
- ☐ c. The 12-consecutive month period ending ___/___.
- ☐ d. Employer's fiscal year ending with or within Plan Year. Employer's fiscal year ends: ___/___

B8. **Disability** - Unless an election is made below, Disability occurs if the Employee is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment as provided in Code section 72(m)(7) that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve (12) months. The permanence and degree of such impairment shall be supported by medical evidence. An Employee is "Disabled" if: (Select one.)

- ☐ a. No disability benefits are provided and there are no disability-related vesting provisions.
- ☐ b. Plan provision. The Employee suffers from a medically determinable physical or mental impairment that may be expected to result in death or to last for a continuous period of not less than 12 months and that renders the Employee incapable of performing their duties.
- ☐ c. The Employee suffers from a medically determinable physical or mental impairment that may be expected to result in death or to last for a continuous period of not less than ___ (not to exceed 12) months and that renders the Employee incapable of performing their duties.
- ☐ d. The Social Security Administration has determined that the Employee is eligible to receive Social Security disability benefits.
- ☐ e. The Employee has begun to receive payments under the long term disability program or a comparable disability program maintained by the Employer.
- ☐ f. The Employee is disabled according to the terms of the Individual Agreement or Investment Arrangement authorized for use in the Plan.

B9. **Severance from Employment (Section 2.4.3) -** Unless an election is made below, Severance from Employment occurs on any date on which the Employee ceases to be employed by the Employer maintaining the Plan or by a Related Employer that is eligible to maintain a section 403(b) plan. (Select one.)

☐ a. Plan provision. Severance from Employment occurs on any date on which the Employee ceases to be employed by the Employer.

☐ b. Severance of Employment occurs for an Employee employed by an Employer who is a State or local government when the Employee is no longer performing services for that State or local government.

Options c. or d. may be selected if the Employer is a Public School or State:

☐ c. Severance from Employment occurs when an Employee ceases to be employed by the Employer and is not an Employee of any other Public School of the same State, even though the Employee may continue to be employed by a Related Employer that is another unit of the State that is not a Public School or in a capacity that is not employment with a Public School.

☐ d. Severance from Employment occurs when the Employee ceases to be employed by the Employer and is not an Employee of any other unit, department, or agency of the same State.

☐ e. Other: ____

C. Compensation

C1. **Compensation** - Unless otherwise elected, an Employee's Compensation is based on all cash compensation for services performed for the Employer **during the calendar year** that is includible in gross income for income tax purposes. The Plan may use a different definition of Compensation for determining Employer Contributions (other than Elective Deferrals and after-tax Voluntary) and allocations to the Plan.

(Select a definition of Compensation for each type of contribution allowed in the Plan.)

Elective Deferrals	Employer Non-Elective Contribution	Employer Matching Contribution		
☐	☐	☐	a.	Wages, tips, and other compensation entered on Box 1 of Form W-2.
☐	☐	☐	b.	IRC section 3401(a) compensation – Compensation for FICA purposes (includes Differential Wage Payments).
N/A	☐	☐	c.	IRC section 415(c)(3) compensation (includes Differential Wage Payments).
N/A	☐	☐	d.	Simplified IRC section 415(c)(3) compensation, as defined in Treas. Reg. 1.415(c)-(2)(d)(2).

C2. **Deferrals** - Compensation for the Plan will be increased by amounts not includible in gross income pursuant to a salary deferral agreement under Code sections 125, 132(f), 401(k), 402(h)(1)(B) (SEP deferrals), 403(b), 408(p), or 457(b); unless excluded below:

Safe Harbor 403(b) Contribution	Employer Non-Elective Contribution	Employer Matching Contribution		Exclude: (Select either a. or any combination of b. through h.)
☐	☐	☐	a.	All of the items listed in b. through h.
☐	☐	☐	b.	402(h)(1)(B) (SEP deferrals).
☐	☐	☐	c.	125 (cafeteria plan).
☐	☐	☐	d.	132(f)(4) (transportation benefits).
☐	☐	☐	e.	401(k) deferrals.
☐	☐	☐	f.	403(b) deferrals.
☐	☐	☐	g.	457(b) deferrals.
☐	☐	☐	h.	408(p) deferrals (simple retirement account)

Note: For a Code section 414(s) safe harbor definition of compensation, all the items in C2. must either be included or excluded.

If a 415(c)(3) definition of Compensation is selected, the Plan may exclude any Deemed Section 125 Compensation derived from the Employer's group health plan.

☐ i. Not applicable. No Cafeteria Plan or no Deemed Sec. 125 Compensation.

Safe Harbor 403(b) Contribution	Employer Non-Elective Contribution	Employer Matching Contribution		
☐	☐	☐	j.	Include Deemed Sec. 125 Compensation.
☐	☐	☐	k.	Exclude Deemed Sec. 125 Compensation.

The Plan must include Post-Severance Compensation that is earned during an Employee's employment and paid within 2½ months after an Employee's Severance from Employment. The Plan may exclude the follow type(s) of Post-Severance Compensation:

Safe Harbor 403(b) Contribution	Employer Non-Elective Contribution	Employer Matching Contribution		
N/A	☐	☐	l.	Exclude unused sick, vacation, or other accrued leave, if the Employee would have been able to use the leave if employment had continued.

C3. **Modifications to Compensation** - An Employee's Compensation shall be modified to exclude the following type(s) of irregular or additional compensation: (Select all that are applicable.)

Note: For a Code section 414(s) safe harbor definition of compensation, no exclusions, other than options f. and g., are permitted. All other exclusions must meet the nondiscrimination requirements under section 1.414(s)-(3) of the Treasury Regulations.

Safe Harbor 403(b) Contribution	Employer Non-Elective Contribution	Employer Matching Contribution		Exclude: (Select a. or a combination of b. through g.)
☐	☐	☐	a.	No exclusions from Compensation.
☐	☐	☐	b.	Overtime.
☐	☐	☐	c.	Commissions.
☐	☐	☐	d.	Discretionary bonuses.
☐	☐	☐	e.	Bonuses.
☐	☐	☐	f.	Taxable fringe benefits.
☐	☐	☐	g.	Differential Wage Payments

☐ h. Other: Cannot discriminate in favor of Highly Compensated Employees. Specify the exclusion(s) from Compensation as it applies and as it should appear in the Plan and/or SPD.

____

C4. **Compensation Computation Period** - An Employee's Compensation for the purpose of making or allocating Employer Contributions (other than Elective Deferrals) to the Plan shall be the amounts that are actually paid during the Plan Year. (Select one.)

☐ a. Plan provision. Compensation shall be the amounts that are actually paid during the Plan Year.
☐ b. Compensation shall be the amounts paid during the initial Plan Year from the Eligible Employee's Entry Date.
☐ c. Compensation shall be the amount paid during the:
  ☐ c.1. Calendar year coinciding with or ending within the Plan Year.
  ☐ c.2. Twelve consecutive month period ___/___ to ___/___.
  ☐ c.3. Employer's fiscal year ending with or within Plan Year. The Employer's fiscal year ends: ___/___.

C5. **Limitation on Compensation for Nondiscrimination Rules under Code sections 403(b)(12) and 414(s)** - The Plan will not make Employer Contributions with respect to Compensation that exceeds the Code section 401(a)(17) annual dollar limit ($265,000 for 2015); unless a lesser amount is specified below in a., or the Plan is a Governmental Plan, a Church Plan or Plan sponsored by a QCCO that is not subject to the Code section 401(a)(17) dollar limit: (Select one.)

☐ a. In lieu of the Code section 401(a)(17) limit, the Plan will use $________ as a lower amount of Compensation.
☐ b. Governmental Plan exception. Annual Compensation may exceed $265,000, pursuant to transition rules in

section 1.401(a)(17)-1(d)(4)(ii) of the Treasury Regulations for Employees who first became eligible on or before December 31, 1995 or for Governmental Plans in effect on July 1, 1993 that did not contain an annual compensation limit.

D. Contribution and Allocation

D1. **Elective Deferrals (Section 2.2.2(a))** - The Employer will permit a Participant to make Elective Deferral contributions by executing a salary deferral agreement. (Select all applicable.)

- ☐ a. No limits on Elective Deferrals.
- ☐ b. Elective Deferrals must be at least $___ (not to exceed $200) per Plan Year.
- ☐ c. Elective Deferrals must be at least $___ per payroll period (not to exceed $200 annually).
- ☐ d. Elective Deferrals cannot exceed _______% of Compensation. (May not exceed 100%.)
- ☐ e. Bonuses: (Select e.1. or e.2. If e.1 is selected, may select e.3.)
  - ☐ e.1. Bonuses are subject to the salary deferral agreement.
  - ☐ e.2. Bonuses are not subject to the salary deferral agreement.
  - ☐ e.3. A special salary deferral agreement shall be provided for bonuses.
  - ☐ e.4. Bonuses paid within 2-1/2 months of the end of the Plan Year shall be subject to the salary deferral agreement for the prior Plan Year.
- ☐ f. Elective Deferrals are permitted after ___/___/_____. (Enter a date if later than the Plan's effective date.)

D2. **Roth 403(b) Deferrals (Section 2.2.2(b))** - The Employer will permit an Eligible Employee to make Roth Deferral, as an after-tax contribution by executing a salary deferral agreement.

- ☐ a. Not applicable. Roth 403(b) Deferrals are not permitted.
- ☐ b. Roth 403(b) Deferrals are permitted, and Participants may elect both pre-tax and Roth deferrals.
- ☐ c. Roth 403(b) Deferrals are permitted, however a Participant's deferrals must be either all Roth or all pre-tax.
- ☐ d. The Plan permits 403(b) Roth Deferrals as indicated in b. or c. after ___/___/_____. (Enter a date if later than the Plan's effective date.)
- e. If the Plan provides for Matching Contributions, also select e.1. or e.2. Otherwise, skip to D3.
  - ☐ e.1. Roth 403(b) Deferrals will be matched.
  - ☐ e.2. Roth 403(b) Deferrals will not be matched.

D3. **Age 50 Catch-up Contribution (Section 2.2.3)** - The Employer will permit an Eligible Employee who is age 50 or older to make Age 50 Catch-up Contributions by executing a salary deferral agreement.

- ☐ a. Not applicable. Age 50 Catch-up Contributions are not permitted.
- ☐ b. Age 50 Catch-up Contribution are permitted after ___/___/_____. (Enter a date if later than the Plan's effective date.)
- ☐ c. Age 50 Catch-up Contribution will not be matched.

D4. **Special Section 403(b) Catch-up Contribution (Section 2.2.4)** - The Employer will permit all qualified Employees with fifteen (15) Years of Service with the Employer to increase their Elective Deferrals to the extent provided in the Individual Agreements and not to exceed limits in Section 2.2.4.

Note: To allow Special Section 403(b) Catch-up Contributions in the Plan, the Employer must be a "qualified organization" (meaning an educational organization described in Treasury Regulations section 170(b)(1)(A)(ii), a hospital, a health and welfare service agency (including a home health service agency), a church-related organization, or any organization described in Code section 414(e)(3)(B)(ii)).

- ☐ a. Not applicable. The Employer is not a "qualified organization."
- ☐ b. Special Section 403(b) Catch-up Contributions are not permitted.
- ☐ c. Special Section 403(b) Catch-up Contributions are permitted.
- ☐ d. Special Section 403(b) Catch-up Contributions will not be matched.

D5. **Voluntary Employee Contributions (After-Tax Only) (Section 2.2.5)** - The Employer will permit a Participant to make after-tax contributions to the Plan.

☐ a. Voluntary Employee Contributions are not permitted.

☐ b. Voluntary Employee Contributions are permitted.

☐ c. Voluntary Employee Contributions are permitted after ___/___/_____. (Enter a date if later than the Plan's effective date.)

☐ d. Voluntary Employee Contributions were permitted until ___/___/_____.

☐ e. If there are limitations on the amount of Voluntary Employee Contributions, complete all applicable.

☐ e.1. But not in excess of ______% of Compensation.

☐ e.2. But not in excess of $________ per Plan Year.

☐ f. If the Plan provides for Matching Contributions, select f.1. or f.2. Otherwise, skip to D6.

☐ f.1. Match Voluntary Employee Contributions in same manner as Elective Deferrals.

☐ f.2. Do not match Voluntary Employee Contributions.

D6. **Automatic Contribution Arrangement (ACA) (Section 2.2.6)** - An Employee will be automatically enrolled in the Plan and Elective Deferrals will be made at a default percentage in absence of an affirmative election by the Employee to have no Elective Deferrals made or to have a different amount of Elective Deferrals made to the Plan. (must select a. or b., and c.-i. as applicable)

☐ a. Not applicable. No Automatic Contribution Arrangement.

☐ b. The default percentage under Section 2.2.6(a) shall be equal to ___% of Compensation. (Select all applicable.)

Note: The contribution under the ACA shall be made as Pre-tax Elective Deferrals, unless the Plan selects d. below.

☐ c. Annual Increase to the Eligible Employee's ACA shall be ___% up to a maximum ACA of ____% Compensation.

☐ d. Contributions under the ACA will be made as Roth 403(b) Deferrals. (Select if Roth 403(b) Deferrals are permitted under D2. above.)

☐ e. Contributions under an Automatic Contribution Arrangement are permitted after ___/___/_____. (Enter a date (mm/dd/yyyy) if later than the Plan's effective date.)

The automatic default percentage applies to: (Select all applicable.)

☐ f. All Eligible Employees.

☐ g. Newly Eligible Employees after the Effective Date of this provision.

☐ h. Current Eligible Employees without a salary deferral agreement on file.

☐ i. All Eligible Employees with prior year salary deferral agreement that is less than the default percentage.

D7. **Eligible Automatic Contribution Arrangement (EACA) (Section 2.2.6(e))** - In addition to the selections in D6. a. – i. above, select one or more of the following options to have the Automatic Contribution Arrangement (ACA) treated as an Eligible Automatic Contribution Arrangement (EACA):

Note: Unless otherwise elected under D7.c. below, a Covered Employee for the EACA is the Eligible Employee identified under D6. f. – i. above.

Specify the Effective Date of this provision: ___/___/_____ (Specify the date as the mm/dd/yyyy)

☐ a. A Covered Employee will be allowed to request a Permissive Withdrawal of Elective Deferrals within 90 days of the first automatic deduction under the EACA.

☐ b. A Covered Employee will be allowed to request a Permissive Withdrawal of Elective Deferrals within ___ days of the first automatic deduction under the EACA. (Number of days entered cannot be less than 30 or greater than 90 days of the first automatic deduction.)

☐ c. EACA's Covered Employee. The Plan contains EACA provisions for the initial default percentage and periodic increase rules to vary for each group of Covered Employee identified herein. (Specify the groups or classifications for the Covered Employee, adding as many rows as necessary in the text box, and provide the initial percentage and periodic increase rules for each.)

D8. **Safe Harbor 403(b) Contributions (Section 2.2.7)** – When elected, the Safe Harbor 403(b) Contribution shall apply for the Plan Year and the Plan is required to meet the contribution and notice requirements of Code section 401(m)(11); unless this provision is used by a Public School, Governmental Plan, Church Plan, or a Plan sponsored by a Qualified Church-Controlled Organization. (Select only one type of Safe Harbor 403(b) Contribution for the Plan Year.)

QACA Non-Elective Contribution	QACA Match Contribution	Safe Harbor Non-Elective Contribution	Safe Harbor Match Contribution		
☐	☐	☐	☐	a.	Not Applicable or Not Permitted.
☐	☐	☐	☐	b.	The Plan permits this type of contribution.
__/__/____	__/__/____	__/__/____	__/__/____	c.	Date as of which contribution was effective.

Note: Enter a date if later than the Plan's effective date.

☐	☐	☐	☐	d.	A separate Account for this type of contribution exists in the Plan. However, this type of contribution is no longer permitted.
__/__/____	__/__/____	__/__/____	__/__/____	e.	Date as of which contribution was discontinued.

D9. **Qualified Automatic Contribution Arrangement. (QACA) (Section 2.2.7(g))** - The QACA provisions apply to all Eligible Employees who meet the eligibility requirements selected in A7. and an automatic default percentage will apply according to the following: (Select a. or b. and c. or. d.)

Note: The QACA election will satisfy the ACP testing requirements.

☐ a. The Plan permits a Qualified Automatic Contribution Arrangement (QACA) according to the following automatic escalator method. Under this method, a minimum default percent of 3% of Compensation will automatically apply to each Eligible Employee for the first Plan Year and ends on the last day of the following Plan Year. This default percentage will increase each year by 1% of Compensation each Plan Year.

For example: First year 3%, Second year 4%, Third year 5% and Fourth year and years thereafter the default percentage will be 6%.

☐ b. The Plan permits an Automatic Contribution Arrangement under the QACA provisions according to the following automatic escalator method: (Select all applicable.).

☐ b.1. Initial default percentage of ____% will be withheld for each Eligible Employee. (Must be at least 3% of Compensation)

☐ b.2. The default percentage will increase by ____% each year after the year following the initial year their automatic participation commenced.
Note: The annual increase will apply each Plan Year and ends on the last day of the Plan Year, but it cannot exceed 10% of Compensation

☐ b.3. Maximum default percentage amount is ____%. (Must not exceed 10%.)

☐ c. QACA Non-Elective Contribution will be _____% (Must be at least 3%) of Compensation.
Note: Employees are not required to make Elective Deferrals in order to receive a QACA Non-Elective Contribution.

☐ d. QACA Matching Contribution will be 100% of Elective Deferrals up to 1% of Compensation plus 50% of Elective Deferrals in excess of the first 1% of Compensation up to 6% of Compensation.

D10. <u>Safe Harbor Non-Elective Contribution and Safe Harbor Matching Contribution (Section 2.2.7)</u> - Safe Harbor Non-Elective Contribution and Safe Harbor Matching Contribution shall be immediately 100% vested. (Select one.)

☐ a. The Basic Matching Contribution of 100% of the Elective Deferral that does not exceed 3% of Compensation, plus 50% of the Elective Deferral that exceeds 3% of Compensation but does not exceed 5% of Compensation.

☐ b. An Enhanced Matching Contribution equal to 150% of the first 3% of Compensation deferred.

☐ c. An Enhanced Matching Contribution equal to 100% of the first 4% of Compensation deferred.

☐ d. An Enhanced Matching Contribution equal to the sum of:
_____% (not less than 100%) of the Employee's Elective Deferrals that do not exceed ___% of Compensation, plus _____% of the Elective Deferrals that exceed ___% of Compensation, but do not exceed ___% of Compensation (cannot exceed 6% of Compensation).

Note: In the second blank and the fourth blank, insert a number that is equal to or greater than 3% but not greater than 6%. The first and last blanks must be completed so that, at any rate of Elective Deferrals, the Safe Harbor Matching Contribution is at least equal to the Safe Harbor Matching Contribution receivable if the Employer were making the Basic Matching Contribution of item a.

☐ e. ACP Safe Harbor Matching Contribution. (The ACP Safe Harbor Matching Contribution formula cannot result in a matching contribution that exceeds 4% of the Employee's Compensation.)

☐ e.1. _____% (not less than 100%) of the Employee's Elective Deferrals that do not exceed ___% of Compensation, plus _____% of the Elective Deferrals that exceed ___% of Compensation, not to exceed ___% of Compensation.

Note: The number inserted in the third blank cannot exceed the number inserted in the first blank. The number in the fourth blank cannot exceed 6%. The rate of match cannot increase as the Elective Deferrals increase.

☐ e.2. _____% of Elective Deferrals that do not exceed 4% of an Employee's Compensation for the Plan Year.

☐ e.3. A discretionary percentage (determined by the Employer for the Plan Year) of Elective Deferrals that do not exceed 6% of an Employee's Compensation, such that the allocation does not exceed 4% of the Employee's Compensation for the Plan Year.

☐ f. Safe Harbor Non-Elective Contribution to each Eligible Employee in an amount equal to _____% of Compensation. (Must be at least 3% or more.)

D11. <u>Requirement to Share in Safe Harbor Non-Elective Contribution or Safe Harbor Matching Contribution Allocation</u> – In order for an Employee to share in the allocation of the Employer's Safe Harbor 403(b) Contribution, the Employee must meet the following requirements: (Select all applicable.)

Safe Harbor Non-Elective Contribution	Safe Harbor Matching Contribution	
☐	☐	a. Not applicable or no requirements to receive an allocation.
☐	☐	b. Each Employee who is eligible to make Elective Deferrals
☐	☐	c. Each Employee who is eligible to make Elective Deferrals except Employees who are Highly Compensated Employees.
☐	☐	d. Each Employee who has completed a Year of Service since their original date of employment and has reached age 21 and is employed on the earlier of the first day of the next plan year after meeting the preceding requirements or 6 months after meeting the preceding requirements.

D12. **<u>Requirement to Share in Employer Non-Elective Contribution or Employer Matching Contribution Allocation</u>** – In order for an Employee to share in the allocation of the Employer Contributions, the Employee: (Select all applicable.)

Employer Non-Elective Contribution	Employer Matching Contribution		
☐	☐	a.	Not applicable or no requirements to receive an allocation.

Note: Select option b. – e. for a design-based safe harbor under Treasury Regulations section 1.401(a)(4)-2(b)(2) for the Employer Non-Elective Contribution.

☐	☐	b.	Must complete ____ Hours of Service (Plans subject to ERISA cannot exceed 1,000) or be employed on the last day of the Plan Year.
☐	☐	c.	Must complete ____ Hours of Service (Plans subject to ERISA cannot exceed 1,000) Hours of Service and be employed on the last day of the Plan Year.
☐	☐	d.	Must complete ___ calendar months of service in which the Participant is credited with ____ Hours of Service in each month. In no event will Participants be required to have more than 1000 hours in an eligibility computation period.
☐	☐	e.	Must complete ___ consecutive calendar months of service (not to exceed 12). (May elect if using Elapsed Time Method.)
☐	☐	f.	Must complete ___ consecutive days (not to exceed 365) of service. (may elect if using Elapsed Time Method.)
☐	☐	g.	Must complete ___ weeks of service (not to exceed 52) during the Employer's annual Work Period. (may elect if using Work Period.)
☐	☐	h.	Must complete ___ days of service (not to exceed 365) during the Employer's annual Work Period. (may elect if using Work Period)
☐	☐	i.	Must complete ___ months (not to exceed 12) during the Employer's annual Work Period. (may elect if using Work Period.)
☐	☐	j.	Must have received Compensation since the prior allocation date during the Plan Year.
☐	☐	k.	Must be employed on the date the Employer Contribution is allocated.
☐	☐	l.	Must be employed on the last day of Plan Year.

Regardless of the selections in items b. – l., The Employer will allocate:

☐	N/A	m.	Employer Non-Elective Contribution on behalf of a former Employee (see Section 2.3.6). Employer Non-Elective Contribution of _____% of Compensation shall be made through the end of the next ______ (insert a period not to exceed five (5)) taxable years following the year in which the Employee Severance from Employment.
☐	N/A	n.	Employer Non-Elective Contribution (HEART Act allocations). In the case of death or disability resulting from active military service, the Employee shall be eligible for an allocation as if Employee was re-employed with the Employer prior to death or disability, provided the death or disability occurred on or after ___/___/_____ (no earlier than 01/01/08).

Employer Non-Elective Contribution	Employer Matching Contribution	
☐	☐	o. No allocation will be made for Highly Compensated Employees
☐	☐	p. If an Employee dies during the Plan Year, an allocation will be made:
☐	☐	p.1. Regardless of the requirements specified in b. – l. above.
☐	☐	p.2. Only if the Employee meets requirements specified in b. – l. above.
☐	☐	q. If the Participant retires during the Plan Year, an allocation will be made:
☐	☐	q.1. Regardless of the requirements specified in b. – l. above.
☐	☐	q.2. Only if the Employee meets requirements specified in b. – l. above.
☐	☐	r. If the Employee becomes Disabled during the Plan Year, an allocation will be made:
☐	☐	r.1. Regardless of the requirements specified in b. – l. above.
☐	☐	r.2. Only if the Employee meets requirements specified in b. – l. above.

Contribution on behalf of a Participant will be based on imputed Compensation. (Select one of the options below.)

☐	☐	s. The Employer will not make Employer Contributions on behalf of Disabled Employees.
☐	☐	t. The Employer will make Employer Contributions on behalf of Disabled Employees who are Non-Highly Compensated Employees. Allocations will be based on the Compensation such Participant would have received for the Limitation Year if the Participant had been paid at the rate of Compensation paid immediately before becoming Disabled. Such imputed Compensation for the Disabled Employee may be taken into account only if the Employer Contribution made on behalf of such an Employee will be 100% vested when made.
☐	☐	u. The Employer will make Employer Contributions on behalf of all Disabled Employees. Allocations will be based the Compensation the Employee would have received for the Limitation Year, if the Employee had been paid at the rate of Compensation paid immediately before becoming Disabled. Such imputed Compensation for the Disabled Employee may be taken into account only if the Employer Contribution made on behalf of the Employee will be 100% vested when made.

Note: If t. or u. is selected above, select one of the following options under v., below.

☐	☐	v. The Employer will make Employer Contributions for Disabled Employees based on imputed Compensation:
☐	☐	v.1. only for the Plan Year in which the Employee becomes Disabled.
☐	☐	v.2. only for ___ Plan Years provided the Employee continues to be Disabled.
☐	☐	v.3. only until the end of the Plan Year in which the Employee attains Normal Retirement Age.

D13. **Employer Non-Elective Contribution (Section 2.2.1)** - The Employer Non-Elective Contribution made to the Plan shall be: (Select a. or one of b.-e., and f.)

☐ a. Not applicable – Employer Non-Elective Contribution is not permitted.
☐ b. Discretionary.
☐ c. An amount necessary to meet the allocation requirements in D14 below.

☐ d. Discretionary by employee group or classification as defined in D14.k. below.

☐ e. Percentage of Compensation. _____% of eligible Plan Compensation. (Plans subject to ERISA cannot exceed 25% of total Compensation.)

☐ f. Prevailing Wage Contribution (Section 2.2.1(b)) – Employer Contributions shall be determined pursuant to the Davis Bacon Act or any other federal, state, or municipal prevailing wage law. Employer Contributions must be 100% vested at all times, and shall be made and allocated on a timely basis as required by the various acts. No age or service requirement under this Plan shall apply to this Employer Contribution. (Select one.)

- ☐ f.1. Not applicable. Prevailing Wage Contribution is not permitted.
- ☐ f.2. Supplement the other Employer Non-Elective Contribution.
- ☐ f.3. Reduce/offset the other Employer Non-Elective Contribution and any remaining Prevailing Wage Contribution.

Note: The prevailing wage schedule must be attached to this Adoption Agreement and to the Summary Plan Description.

D14. **<u>Allocation Method (Section 2.3.1)</u>** - The Employer Non-Elective Contribution is allocated to Participants on the basis selected below.

Note: For an allocation method that may be treated as a design-based safe harbor under Treasury Regulations section 1.401(a)(4)-2(b)(2), select a-g.

<u>Dollar Based Formulas</u>

☐ a. Proportionate to salary. Based upon each Employee's Compensation in proportion to the Compensation of all Employees.

☐ b. Flat dollar amount per Plan Year equal to the Employer Contribution divided by the number of Participants.

☐ c. $________ per Participant.

☐ d. $_______ per Hour of Service.

☐ e. $_______ per Hour of Service up to a maximum of ____ hours.

<u>Non-Integrated Formulas</u>

☐ f. Pro-rata on Compensation during the Plan Year.

☐ g. _____% of eligible Plan Compensation. (Plans subject to ERISA cannot exceed 25% of total Compensation.)

☐ h. Uniform Points allocation where Employer Non-Elective Contribution is allocated pro-rata over total awarded points for the Plan Year. Each Participant will receive: (Select at least two options, from h.1., h.2., or h.3. below.)

- ☐ h.1. ______ points for each year of age.
- ☐ h.2. ______ points for each Year of Service.
  - ☐ h.2.i. All Years of Service.
  - ☐ h.2.ii. Years of Service while a Participant.
  - ☐ h.2.iii. Years of Service limited to ___ years.
- ☐ h.3. ____ points for each $______ of Compensation (not to exceed $200).
- ☐ h.4. Each Participant will be limited to ____ total points.

☐ i. Dollar amount based on Hours of Service. $______ per Hour of Service credited to each Participant for the Plan Year.

- ☐ i.1. Do not limit Hours of Service.
- ☐ i.2. Limit Hours of Service in allocation to ____ hours.

<u>Integrated Formulas</u>

Note: The Employer Contribution allocable to Compensation in excess of the Integration Level (IL) may not exceed 5.4% if the IL is more than 80% but less than 100% of the Taxable Wage Base (TWB) under Section 230 of the Social Security Act in effect as of the first day of the Plan Year, and may not exceed 4.3% if the IL is greater than 20% of the TWB, but not more than 80% of the TWB, and greater than $10,000.

This Plan may not provide for permitted disparity if the Employer maintains any other plan that provides for permitted disparity or imputes permitted disparity and benefits any of the same Employees.

☐ j. Integrated with Social Security (Section 2.3.1(b)) – The Employer shall contribute ______% (base contribution percentage) of Compensation up to the Integration Level PLUS _____% (excess contribution percentage) of Compensation in excess of the Integration Level. (Select one of j.1. through j.6. below.)

The Integration Level is equal to the Taxable Wage Base (TWB) under Section 230 of the Social Security Act:

☐ j.1. The Taxable Wage Base under the Social Security Act.
☐ j.2. $_________. (Not to exceed the TWB in effect as of the first day of the Plan Year.)
☐ j.3. ______% (not to exceed 100%) of the TWB in effect as of the first day of the Plan Year.)
☐ j.4. The greater of $10,000 or 20% of the TWB in effect as of the first day of the Plan Year.
☐ j.5. 80% of the TWB in effect as of the first day of the Plan Year plus $1.00.
☐ j.6. 80% of the TWB in effect as of the first day of the Plan Year rounded up to the next $1,000.

Class Allocated Formulas -

☐ k. Prorate by classification. Each eligible Participant shall receive an allocation for the Plan Year equal to a prorata percentage of the Employer discretionary Non-Elective Contribution specified for the employee classification of which the Participant is a member, such percentage to equal the ratio that the Participant's Compensation for the Plan Year bears to the aggregate Compensation for all eligible Participants in the same employee classification for that Plan Year. The employer must notify the vendor or plan administrator in writing of the amount of the contributions for each group. (Must define the employee classification below.)

Employee Classifications (Section 2.3.1 (c)) - If the Plan allocates Non-Elective Contributions based on employee classifications, define the classifications below: (In the text area, add rows as needed to list all employee classifications. Each class must be clearly defined in a manner that satisfies 1.401-1(b)(1)(ii) of the Code.)

Employee Classification	**Description of Classification**	**Dollar Amount**	**Percentage**
A	______________________________	$___________	________%
B	______________________________	$___________	________%
C	______________________________	$___________	________%
D	______________________________	$___________	________%
etc.			

Note: The specific grouping of participants should be such that the resulting allocations are provided in a definite predetermined formula that complies with Section 1.401- 1(b)(1)(ii). The classifications entered here cannot systematically result in the group of NHCEs participating under the Plan being only those NHCEs with the lowest amount of compensation and/or the shortest periods of service and who may represent the minimum number of these employees necessary to satisfy coverage under section 410(b) of the code.

☐ l. Percentage of Compensation or Dollar Amount Per Participant. Each eligible Participant shall receive an allocation of Employer discretionary Non-Elective Contribution, such allocation will be based on the Participant's classification. There shall be a separate classification for each Participant identified by the Participant's name.

A list of each classification and the associated percentage or dollar amount shall be prepared for each Plan Year not later than the time prescribed by law for filing the return for such applicable taxable year (including any extensions), and shall be maintained as part of the administrative records of the Plan

D15. **Employer Matching Contribution (Section 2.2.1)** - The Employer Matching Contribution to the Plan shall be: (Select one.)

☐ a. Not applicable. No Matching Contributions.
☐ b. Discretionary.
☐ c. An amount necessary to meet the allocation requirements in D16 below.

D16. **Allocation Method for the Employer Matching Contribution (Section 2.3.2)** - Employer Matching Contribution shall be allocated to Eligible Employees in an amount:

☐ a. Not applicable. Employer Matching Contributions are not permitted.
☐ b. Proportionate to the Elective Deferrals made on behalf of an Eligible Employee.
☐ c. Based on a discretionary percentage allocated proportionate to Elective Deferrals or levels of deferrals or flat dollar amount allocated on a uniform basis to all Eligible Employees.
☐ d. Equal to ______% of the Elective Deferrals made on behalf of an Eligible Employee.
☐ e. A percentage of Elective Deferrals based upon employee classification. (Must define the employee classification below.)

Employee Classifications (Section 2.3.1 (c)) - If the Plan allocates Matching Contributions based on employee classifications, define the classifications below: (In the text area, add rows as needed to list all employee classifications. Each class must be clearly defined in a manner that satisfies 1.401-1(b)(1)(ii) of the Code.)

Employee Classification	Description of Classification	Dollar Amount	Percentage
A	______________________________	$__________	________%
B	______________________________	$__________	________%
C	______________________________	$__________	________%
D	______________________________	$__________	________%
etc.			

Note: The specific grouping of participants should be such that the resulting allocations are provided in a definite predetermined formula that complies with Section 1.401- 1(b)(1)(ii).

☐ f. Graded based on a percentage of each Eligible Employee's Compensation contributed as an Elective Deferral as follows:

______% of the first ______% of Compensation, plus
______% of the next ______% of Compensation, plus
______% of the next ______% of Compensation, plus
______% of the next ______% of Compensation, plus
______% thereafter.

Note: Graded percentages entered in each tier under the graded formula e and f must decrease as percentage or amount of Elective Deferrals or Compensation increases in order to meet safe harbor requirements.

☐ g. Graded based on the dollar amount of the Elective Deferral of each Eligible Employee as follows:

______% of the first $________ deferred, plus
______% of the next $________ deferred, plus
______% of the next $________ deferred, plus
______% of the next $________ deferred, plus
______% thereafter.

☐ h. Graded based on each Employee's Years of Service or participation as follows:
☐ h.1. Based on Service.
☐ h.2. Based on participation.

Years		Percentage of Compensation
______	years	______%
______	years	______%
______	years	______%
______	years	______%
______	years	______%
______	years	______%

Note: Graded percentages entered in each tier under the graded formula in g will be applied as a flat amount against an Eligible Employee's Compensation.

D17. Limitations on Employer Matching Contributions - The Matching Contributions allocated to a Participant's Account for a Plan Year may not exceed the limitations described below: (Select all applicable.)

- ☐ a. Not applicable. No Employer Matching Contributions or no limits.
- ☐ b. Maximum Elective Deferral that is to be matched is _____% of Compensation.
- ☐ c. Maximum Elective Deferral that is to be matched is $________.
- ☐ d. Maximum Matching Contribution for any Participant is _____% of Compensation.
- ☐ e. Maximum Matching Contribution for any Participant is $________.

D18. Allocation Date for Employer Non-Elective Contribution and Employer Matching Contribution - For the purposes of this Plan, Employer Non-Elective Contribution and Employer Matching Contribution is allocated as of:

Employer Non-Elective Contribution will be allocated on:

- ☐ a. Not applicable. The Employer Non-Elective Contributions are not permitted.
- ☐ b. The last day of the Plan Year.
- ☐ c. The Valuation Date coincident with or next following the date the Employer Non-Elective Contribution is made.
- ☐ d. (Select one.) ☐ Pay period. ☐ Monthly. ☐ Bi-monthly. ☐ Quarterly. ☐ Semi-Annually. ☐ Bi-weekly. ☐ Weekly periods ending with or within the Plan Year.
  - ☐ d.1. No true-up.
  - ☐ d.2. True-up to the current period for the Plan Year to date.
  - ☐ d.3. True-up at the end of the Plan Year.

Employer Matching Contribution will be allocated on:

- ☐ e. Not applicable. The Employer Matching Contributions are not permitted.
- ☐ f. The last day of the Plan Year.
- ☐ g. The Valuation Date coincident with or next following the date the Employer Matching Contribution is made.
- ☐ h. (Select one.) ☐ Pay period. ☐ Monthly. ☐ Bi-monthly. ☐ Quarterly. ☐ Semi-Annually. ☐ Bi-weekly. ☐ Weekly periods ending with or within the Plan Year.
  - ☐ h.1. No true-up.
  - ☐ h.2. True-up to the current period for the Plan Year to date.
  - ☐ h.3. True-up at the end of the Plan Year.

D19. Fail-safe Correction (Section 3.1.8) - In order to pass the coverage test under Code section 410(b), the Employer will give an allocation to an Employee who does not meet the allocation requirements for the Employer Non-Elective Contribution.

Note: If a fail-safe provision is not elected, the Plan must be amended within 9½ months after the end of the Plan Year to bring the Plan into compliance.

- ☐ a. No fail-safe election or no Employer Non-Elective Contribution.
- ☐ b. Fail-safe provision will apply, if the Plan fails the ratio percentage test of IRC section 410(b)(1).

E. Vesting

E1. **<u>Vesting Schedule</u>** - Employer Contributions under Section 2.2.1 of the Plan shall vest: (Select a., b., c., d., or e. Also, select f. if applicable.)

Employer Non-Elective Account	Employer Matching Account	ACP Safe Harbor Matching Account	QACA Matching or Non-Elective Account		
☐	☐	☐	☐	a.	Not applicable.
☐	☐	☐	N/A	b.	At the rate of 20% each year after 2 Years of Service (20% vested in second year).
☐	☐	☐	☐	c.	100% vesting after ___ Year(s) of Service
___	___	___	___		Specify number of years. (not to exceed 3 years for Non-Elective, or Matching Account, or 2 years for QACA Account).
☐	☐	☐	☐	d.	100% vesting upon participation.
☐	☐	☐	N/A	e.	Other: (Optional vesting schedule must be at least as favorable as b. or c. above.)
______%	______%	______%			Less than 1 year.
______%	______%	______%			1 year but less than 2 years.
______%	______%	______%			2 years but less than 3 years.
______%	______%	______%			3 years but less than 4 years.
______%	______%	______%			4 years but less than 5 years.
______%	______%	______%			5 years but less than 6 years.
100%	100%	100%			6 years or more.
☐	☐	☐	☐	f.	100% vesting if any of the following occurs while the Participant is still employed: (Select f.1. f.2 or f.3 below, if b. c., or e. selected above.)
☐	☐	☐	☐	f.1.	Attainment of age ____. (Specify an age.)
☐	☐	☐	☐	f.2.	Death.
☐	☐	☐	☐	f.3.	Disability.

<u>Governmental Vesting Schedule</u> - Governmental entities may select longer vesting schedules that are still considered to be safe harbor.

☐ g. 15-year cliff vesting schedule: The plan provides that a participant is fully vested after 15 years of creditable service (service can be based on years of employment, years of participation, or other creditable years of service).

☐ h. 20-year graded vesting schedule: The plan provides that a participant is fully vested based on a graded vesting schedule of 5 to 20 years of creditable service (service can be based on years of employment, years of participation, or other creditable years of service). Enter Vesting Schedule in the grid

☐ i. 20-year cliff vesting schedule for qualified public safety employees: The plan provides that a participant is fully vested after 20 years of creditable service (service can be based on years of employment, years of participation, or other creditable years of service). This safe harbor would be available only with respect to the vesting schedule applicable to a group in which substantially all of the participants are qualified public safety employees (within the meaning of Section 72(t)(10)(8))

E2. **Prior Vesting Schedule** – If the vesting schedule has been amended to a less favorable schedule, and the Plan is subject to the limitations of Section 3.5.2(b). Participants may be entitled to have their vested interest calculated under the prior schedule. Complete the following only if this is an amended plan that has a new vesting schedule that is less favorable than the prior vesting schedule.

Non-Elective Contribution Account	**Matching Contribution Account**	
☐ __/__/____	☐ __/__/____	a. A prior vesting schedule applies to the selected Account. Enter the date this prior vesting schedule was amended.
☐	☐	a.1. The prior vesting schedule is more generous than the vesting schedule of E1.
☐ __/__/____	☐ __/__/____	a.2. The prior vesting schedule is less generous than the vesting schedule of E1. and continues to apply to contributions made prior to the specified date.

Enter the vested percentage for each service range under the prior schedule.

______%	______%	Less than 1 Year of Vesting Service
______%	______%	1 but less than 2
______%	______%	2 but less than 3
______%	______%	3 but less than 4
______%	______%	4 but less than 5
______%	______%	5 but less than 6
______%	______%	6 but less than 7
100%	100%	7 or more

E3. **Forfeitures (Section 2.4.6)** - When a Participant terminates, the nonvested portion of his Account is treated as a Forfeiture, as indicated below. (Select all applicable.)

☐ a. No Forfeitures shall occur if the Participant is entitled to an allocation of Forfeiture. In this case, the Forfeiture will occur and be applied as of the date indicated in E4 for which the Participant is not entitled to an allocation of Forfeitures.

The Forfeiture is determined as of the: (Must select one of b. through e. May select e. along with b. or c., in which case the Forfeiture is determined as of the earlier of the two dates.)

☐ b. Date on which the Participant's Severance from Employment occurs.

☐ c. Last day of the Plan Year in which the distribution occurs.

☐ d. Valuation Date coincident with or next following the date the Participant's Severance from Employment occurs.

☐ e. Last day of the Plan Year in which the _________________ Break in Service occurs.

☐ f. Earlier of the last day of the Plan Year in which the distribution occurs, or the last day of the Plan Year of the, _________________ Break in Service.

☐ g. Other: Distributions can occur no earlier than the date on which a Severance from Employment occurs and not later than the last day of the 6th Plan Year, for a former Employee receiving the Employer Non-Elective Contribution. ____

E4. **<u>Application of Forfeitures</u>** – (Select all applicable. Must select a., or at least one of d. or e., but cannot select both d. and e. in the same column. If both d. and e. are selected (in different columns), the reduction option will apply before the supplement option.)

Note: If c. is not selected, then any restoration of Forfeitures will be accomplished by an additional Employer Contribution specifically allocated to the Participant's Account.

In the event that Employer Matching Contributions are forfeited under Section 3.1.6 as an Excess Aggregated Contribution, option b., c., or d. should be selected, even if the Employer Matching Contributions are immediately 100% vested.

Employer Non-Elective Contribution, or QACA Non-Elective Account	**Employer Matching Contribution or QACA Matching Account**		
☐	☐	a.	Not applicable. 100% immediate vesting or the Plan does not permit the selected type of Employer Contributions.
☐	☐	b.	Reduce administrative expenses of the Plan.
☐	☐	c.	Restore forfeited account balances of rehires who are eligible for a restoration of Forfeitures. If that allocation is insufficient, the Employer shall make an additional contribution specifically allocated to the Participant's Account.
☐	☐	d.	Reduce Employer Contributions, at the discretion of the Plan Administrator.
☐	☐	e.	Supplement Employer Contributions, at the discretion of the Plan Administrator.

E5. **<u>Requirement to Share in Allocation of Forfeitures</u>** – In order to share in the allocation of Forfeitures, which supplement rather than reduce other Employer Contributions, a Participant:

Employer Non-Elective Account	**Employer Matching Account**		
☐	☐	a.	Not applicable. 100% immediate vesting, or the Plan does not permit the selected type of Employer Contribution, or Forfeitures do not supplement other contribution.
☐	☐	b.	Must be eligible to receive an allocation of the respective type of contribution.
☐	☐	c.	All Participants are eligible to receive an allocation of Forfeitures. (May require testing.)
☐	☐	d.	Must be a Participant and employed on the date Forfeitures are determined per E4. above. (May require testing.)

If d. is selected, Participants are also eligible for an allocation in the Plan Year of death, retirement, or Disability, as indicated below. (Select all applicable.)

☐	☐	e.	In the Plan Year of death.
☐	☐	f.	In the Plan Year of retirement.
☐	☐	g.	In the Plan Year of Disability.

E6. **Allocation of Forfeitures** – Forfeitures are allocated: (Omit unless Forfeitures are allocated to Participant under E4.e.)

Employer Non-Elective or QACA Non-Elective Account	**Employer Matching or QACA Matching Account**		
☐	☐	a.	In the same manner as the respective Employer Contribution for the Plan Year. (Must select for Employer Non-Elective Account, if Plan uses permitted disparity in the allocation formula.)
☐	☐	b.	In proportion to each Participant's Compensation for the Plan Year.
N/A	☐	c.	In proportion to Employer Matching Contribution for the Plan Year.
N/A	☐	d.	In proportion to Elective Deferrals for the Plan Year.
N/A	☐	e.	In the same manner as Employer Non-Elective Contribution.
☐	☐	f.	As a flat dollar amount determined by dividing the Forfeiture amount by the number of Participants eligible to receive an allocation of Forfeiture.

F. Limitations and Nondiscrimination

F1. **The ACP Test (Section 3.1.5) -** The Plan permitting Employer Matching Contribution and Voluntary Employee Contribution will satisfy Code section 401(m) requirements using: (Select a. or b. and all applicable sub-options)

Note: ACP Testing requirements do not apply to Church Plans, Plans sponsored by QCCO, or Governmental Plan

- ☐ a. Prior year testing. (If this is the first Plan Year, and the Plan allows Employer Matching Contribution, and it is not a successor plan, the ACP for the NHCEs will be based on one of the following:)
  - ☐ a.1. The ACP for NHCEs shall be 3%.
  - ☐ a.2. The ACP for NHCEs shall be the ACP for the Current Year.
- ☐ b. Current year testing. (See Section 3.1.5(b) for rules to change this election.)

F2. **Qualified Non-Elective Contribution (QNEC) In Computing the ACP Ratio**

- ☐ a. QNECs are not permitted.
- ☐ b. QNECs shall be made at the Employer's discretion.
- ☐ c. QNECs shall be allocated on behalf of: (Select one.)
  - ☐ c.1. All Participants.
  - ☐ c.2. Solely on behalf of Participants who are Non-Highly Compensated Employees.
  - ☐ c.3. Participants who are eligible to receive an allocation of: (Select one.)
    - ☐ c.3.i. Elective Deferrals.
    - ☐ c.3.ii. Employer Non-Elective Contribution.
    - ☐ c.3.iii. Employer Matching Contribution.

- ☐ d. The amount of the QNECs shall be allocated: (Select one.)
  - ☐ d.1. In proportion to a Participant's Compensation.
  - ☐ d.2. As a uniform dollar amount.
  - ☐ d.3. To the extent necessary to satisfy the ACP test. (This election can only be used when Current Year testing method (F.1.b.) is selected.)

F3. **Excess Aggregate Contribution (Section 3.1.6)** – The Plan provides that an Excess Aggregate Contribution shall be corrected by first distributing the Participant's Voluntary Employee Contribution and then forfeiting any remaining excess (if forfeitable), to be distributed on a pro-rata basis from the Participant's Voluntary Employee Contribution Account, Employee Matching Contribution Account, and if applicable Qualified Non-Elective Account; unless otherwise elected.

- ☐ a. Distribute per Plan provision.
- ☐ b. Distribute all Excess Aggregate Contributions.
- ☐ c. Do not distribute, correct with a Qualified Non-Elected Contribution to the Plan.

G. Distribution Provisions

G1. **Method of Distribution (Section 2.5.4)** - The Employer may elect to permit distributions to be made in the form of: (Select all applicable; must select at least one.)

☐ a. Lump sums.
☐ b. Installments.
☐ b.1. Plan permits Participant to elect installment payment in any form permitted under the Investment Arrangement or Individual Agreement.
☐ c. Annuity.
☐ c.1. Plan is subject to Qualified Joint and Survivor Annuity (QJSA).
☐ c.2. Plan is **not** subject to Qualified Joint and Survivor Annuity (QJSA).
☐ c.3. Plan permits Participant to elect an Annuity in any form permitted.
If Qualified Joint and Survivor Annuity applies, a 50% survivor benefit will be paid, unless otherwise elected below:
☐ c.4. Plan Provision – 50% QJSA
☐ c.5. QJSA with a _______% survivor benefit will be paid. (Must enter a percentage that is not less than 50% and no more than 100%.)

Note: In addition to the percentage selected for the QJSA, a Participant must be permitted to elect an Qualified Optional Survivor Annuity (QOSA). If the QJSA percentage is less than 75%, the QOSA will be 75%. If the QJSA percentage is 75% or more, the QOSA will be 50%.

☐ d. In any form permitted under the Investment Arrangement or Individual Agreement.
☐ e. Minimum distributable amount to nonvested Participants (Section 2.5.11) - The Plan will distribute the lesser of $_______ or the Account Balance to a Participant with no vested balance.
☐ f. Other: - Specify ____
May only enter an annuity or an annuity combined with a lump sum.

G2. **Mandatory Cash Out and Automatic Direct Rollover Provisions (Sections 2.5.4(b) and 2.5.4(c))** - (Select a. or b., and may select c. and/or d.)

☐ a. The Plan will not require mandatory cash outs.
☐ b. The Plan will require a mandatory cash-out threshold of $_______ (less than or equal to $5,000).
☐ c. Exclude Rollover Account when determining the value of the Participant's nonforfeitable Accumulated Benefit for purposes of the Plan's involuntary cash out rules.

(Warning: Exclusion of rollovers could trigger automatic rollover provisions if the Participant's total balance exceeds $1,000.)

☐ d. Automatic Rollover. Subject to Section 2.5.4(c), the default form of distribution for Eligible Rollover Distributions that are greater than $_______ shall be a Direct Rollover. (Must be $1,000 or less.)

G3. **Time of Distribution (Section 2.5.2)** - Distributions to Participants who resign, die, or have a Disability prior to retirement shall be:

☐ a. Made as soon as administratively feasible.
☐ b. Made as soon as administratively feasible after the Last Day of the Plan Year.
☐ c. Deferred until the earlier of the Early Retirement Date or Normal Retirement Date.

G4. **Hardship Distributions (Section 2.5.8)** - The Employer may permit distributions to Participants while employed in the event of immediate and heavy financial hardship as specified in the Plan:

Elective Deferrals and Roth 403(b) Deferrals:

☐ a. Hardship distributions of Pre-tax Elective Deferral Accounts **are not** permitted.

☐ b. Hardship distributions of Roth 403(b) Deferral Accounts **are not** permitted.
☐ c. Hardship distributions of Pre-tax Elective Deferral Accounts are permitted.
☐ d. Hardship distributions of Roth 403(b) Deferral Accounts are permitted.
☐ e. Hardship distributions are permitted only when an agreement to exchange information or an Information Sharing Agreement exists between the Vendor and the Employer.

Employer Contribution Accounts: The Employer may permit hardship distributions based on:

☐ f. Deemed financial hardship as outlined in Section 2.5.8.
☐ g. Other: (Specify the financial hardship event(s).) ____
May limit financial events described in Section 2.5.8.

G5. __**In-Service Distributions (Section 2.5.9)**__ - For reasons other than hardship, in-service distributions are permitted for a Participant who is age 59½ as specified below. (Select all applicable.)

Elective Deferrals

☐ a. Not Applicable or In-service distributions are not permitted
☐ b. In-service distributions are permitted.
☐ c. In-service distributions are permitted only when an agreement to exchange information or an Information Sharing Agreement exists between the Vendor and the Employer.

Other Accounts – The Employer may permit a Participant to request a withdrawal from their Employer Contribution accounts: (Select all applicable.)

☐ d. In-service distributions from Accounts not subject to age 59½ restrictions **are not** permitted.
☐ e. In-service distributions from Accounts not subject to age 59½ restrictions are permitted.
  ☐ e.1. Age ____.
  ☐ e.2. ___ Years of participation. (Must be at least 5)
  ☐ e.3. ___ Years of Service.
  ☐ e.4. Amount has been allocated for ___ Years. (Must be at least 2)
  ☐ e.5. Amount has been allocated for ____ years (Must be at least 2) **and** require participation for at least ____ years (must be at last 5).
  ☐ e.6. Amount has been allocated for ____ years (Must be at least 2) **or** require participation for at least ____ years (must be at last 5).
☐ f. In-service distributions from Accounts not subject to age 59½ are permitted only when an agreement to exchange information or an Information Sharing Agreement exists between the Vendor and the Employer. (Select if the Plan permits in-service distributions under option h.)
☐ g. In-service distributions from Rollover Accounts or Voluntary Employee Contribution Accounts are permitted at any time.

In-Plan Roth Conversion of In-Service Distribution – If the Plan permits Roth 403(b) Deferrals, and the Investment Arrangement or Individual Agreement permits an in-service distribution, the Employer will permit a Participant age 59½ or older to:

☐ h. Establish an In-Plan Roth Rollover Account for the Eligible Rollover Distribution received as an in-service distribution from:
  ☐ h.1. All pre-tax Accounts.
  ☐ h.2. Employer Matching Contribution Account.
  ☐ h.3. Employer Non-Elective Contribution Account.
  ☐ h.4. Qualified Non-Elective Contribution Account.
  ☐ h.5. ACP Test Safe Harbor Contribution Account.
  ☐ h.6. Rollover Account.

Note: The amounts converted must be an Eligible Rollover Distribution. Such amounts are subject to income taxes in the taxable year in which the conversion occurred.

☐ i. In-service distributions are **only permitted** at age 59½ and **solely** for the purpose of allowing In-plan Roth Conversion as specified above.

G6. **<u>Qualified Domestic Relations Orders (Section 3.8.6)</u> -** The Employer may elect to permit distributions to an Alternate Payee pursuant to the terms of a Qualified Domestic Relations Order even if the Participant continues to be employed. (Select one.)

- ☐ a. Distributions to an Alternate Payee are not permitted while the Participant continues to be employed.
- ☐ b. Distributions to an Alternate Payee are permitted while the Participant continues to be employed on or after the date a Domestic Relations Order is determined to be a Qualified Domestic Relations Order by the Plan Administrator.

G7. **<u>Required Minimum Distributions (Section 2.5.3)</u> -** If the Participant's Accumulated Benefit is not distributed as an annuity, a minimum amount must be distributed by the Participant's Required Beginning Date.

- ☐ a. **Required Beginning Date** – A Participant must begin receiving a minimum distribution by April 1st of the calendar year following the calendar year in which the Participant attains age 70½ or the calendar year in which the Participant retires.
  - ☐ a.1. Required Beginning Date is age 70½ for all Participants.
  - ☐ a.2. The Required Beginning Date for Participants shall be the later of April 1st of the calendar year following the calendar year in which the Participant attains age 70½, or April 1st of the calendar year following the calendar year in which the Participant retires.

- ☐ b. If selected, Participants or Beneficiaries may elect to apply the 5-year rule to distributions regarding a Participant who dies before the Required Beginning Date.

H. Other Administrative Provisions

H1. **Loans (Section 2.6.1)** - The Employer may elect to permit loans to Participants and Beneficiaries in accordance with a Participant loan program.

- ☐ a. Loans **are not** permitted.
- ☐ b. Loans are permitted.
- ☐ c. Loans are permitted only when an agreement to exchange information or an Information Sharing Agreement exists between the Vendor and the Employer.

H2. **Rollovers (Section 3.6.5)** - The Employer may permit rollovers of Eligible Rollover Distributions from other qualified plans and IRAs into this Plan.

- ☐ a. Rollover Accounts are not permitted.
- ☐ b. Rollover Accounts are permitted only from other plans of the Employer.
- ☐ c. Rollover Accounts are permitted if the distribution is an Eligible Rollover Distribution received: (Select c.1. and/or c.2.)
  - ☐ c.1. As a Direct Rollover.
  - ☐ c.2. As an indirect rollover, initiated by the Participant no later than 60 days after receipt of an Eligible Rollover Distribution.

- ☐ d. Rollover Accounts are permitted if the distribution is an Eligible Rollover Distribution from: (Select all applicable.)
  - ☐ d.1. A qualified plan described in Code sections 401(a) or 403(a), excluding after-tax employee contributions.
  - ☐ d.2. A qualified plan described in Code sections 401(a) or 403(a), including after-tax employee contributions.
  - ☐ d.3. An Annuity Contract described in Code sections 403(b), excluding after-tax employee contributions.
  - ☐ d.4. An Annuity Contract described in Code sections 403(b), including after-tax employee contributions.
  - ☐ d.5. An eligible plan under Code section 457(b) that is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state.
  - ☐ d.6. A Roth Deferral account in a qualified plan described in Code sections 401(a) or 403(a). (May select this option only if the Plan permits Roth Deferrals.)
  - ☐ d.7. An individual retirement account or annuity described in Code sections 408(a) or 408(b) that is eligible to be rolled over.
  - ☐ d.8. Custodial Account described in Code section 403(b), excluding after-tax employee contributions.
  - ☐ d.9. Custodial Account described in Code section 403(b), including after-tax employee contributions.

- ☐ e. Rollovers are accepted:
  - ☐ e.1. Only from a Participant.
  - ☐ e.2. From Employees in an eligible class before Plan entry.

H3. **Plan-to-Plan Transfers from the Plan (Section 3.6.3)** - The Employer may direct the Plan Administrator to make a tax-free transfer of all or a portion of the Participant's assets directly into another qualified plan or 403(b) plan. (Select a. or b. and c. or d.)

- ☐ a. Plan-to-plan transfers will not be permitted from the Plan.
- ☐ b. Plan-to-plan transfers will be permitted from the Plan.

Transfer to purchase service credits in a tax qualified defined benefit plan pursuant to Section 3.6.3.

Note. An Employer sponsoring a Governmental Plan may permit a Participant to transfer amounts from the Plan for the sole purpose of purchasing permissive service credits in their State retirement system's defined benefit plan. A transfer may be made before the Participant has a Severance from Employment.

- ☐ c. Plan-to-plan transfers from the Plan to purchase permissive service credits will not be permitted from the Plan.
- ☐ d. Plan-to-plan transfers will be permitted from the Plan into a qualified defined benefit governmental plan, to purchase permissive service credits or to make a repayment under a defined benefit governmental plan pursuant to Section 3.6.7.

H4. **Plan-to-Plan Transfers into the Plan (Section 3.6.4)** - The Employer may direct the Plan Administrator to accept a tax-free plan-to-plan transfers from another qualified plan or 403(b) plan.

- ☐ a. Plan-to-plan transfers will not be allowed into the Plan.
- ☐ b. Plan-to-plan transfers will be permitted into the Plan.

H5. **Investment Control** - The Employer may permit Participants to control the investment of their Accounts. (May select d., along with b. or c.)

- ☐ a. Participants may not control their investments.
- ☐ b. Participants may control all their investments.
- ☐ c. Participants may control their investments solely with respect to amounts held in a Rollover Account.
- ☐ d. Investments will be restricted to the Vendors listed on the Administration and Funding Addendum as currently receiving ongoing contributions from the Plan.
- ☐ e. Participants may control all their investments in the following Accounts:
  - ☐ e.1. All Accounts
  - ☐ e.2. Elective Deferral Account.
  - ☐ e.3. Employer Non-Elective Account.
  - ☐ e.4. Employer Matching Account.
  - ☐ e.5. ACP Safe Harbor and QACA Contribution Account.
  - ☐ e.6. Rollover Account.
  - ☐ e.7. Voluntary Employee Contribution Account.
- ☐ f. This Plan is intended to comply with ERISA section 404(c). (Plan Administrator or appropriate fiduciary shall ensure that the Plan provides Participants with the minimum options and information required by ERISA section 404(c) and any related regulations.)

H6. **Contract Exchanges (Section 3.6.6)** - The Employer may permit Participants to exchange their Accumulated Benefit from one Investment Arrangement to another authorized Annuity Contract or Custodial Account.

- ☐ a. Contract exchanges shall not be allowed.
- ☐ b. Contract exchanges shall be allowed between Vendors listed in the Administration and Funding Addendum, representing **all** of a Participant's Accumulated Benefit.
- ☐ c. Contract exchanges shall be allowed between Vendors listed in the Administration and Funding Addendum, representing **a portion** of the Participant's Accumulated Benefit.
- ☐ d. Contract exchanges shall be allowed between Vendors listed in the Administration and Funding Addendum, representing the Participant's Accumulated Benefit in the following Accounts:
  - ☐ d.1. All Accounts.
  - ☐ d.2. Elective Deferral Account.
  - ☐ d.3. Employer Non-Elective Account.
  - ☐ d.4. Employer Matching Account.
  - ☐ d.5. ACP Safe Harbor and QACA Contribution Account
  - ☐ d.6. Rollover Account.
  - ☐ d.7. Voluntary Employee Contribution Account.

H7. **Life Insurance** -

- ☐ a. No Life Insurance shall be purchased.
- ☐ b. Life insurance contracts were allowed prior to September 24, 2007.

H8. <u>In-Plan Roth Conversions (Section 2.5.9(e))</u> - If the Plan permits Roth 403(b) Deferrals, the Employer will permit a Participant to transfer all or a portion of a pre-tax Account that is otherwise nondistributable into an In-Plan Roth account.

Note: As an In-Plan Roth Conversion, such amounts will be treated as taxable rollover and accounted for separately within the Plan, as the transferred amounts remain subject to the same distribution restriction as the pre-tax Account from which the transfer occurred. Such amounts are subject to income taxes in the taxable year in which the transfer occurs.

- ☐ a. In-Plan Roth Conversions will not be permitted or no Roth 403(b) Deferrals are permitted in the Plan.
- ☐ b. In-Plan Roth Conversions are permitted for Participant, if the Plan and the Investment Arrangement or Individual Agreement permits Roth 403(b) Deferrals from:
  - ☐ b.1. All pre-tax Accounts.
  - ☐ b.2. Pre-tax Elective Deferrals Account.
  - ☐ b.3. Employer Matching Contribution Account.
  - ☐ b.4. Employer Non-Elective Contribution Account.
  - ☐ b.5. Qualified Non-Elective Contribution Account.
  - ☐ b.6. ACP Safe Harbor Contribution Account
  - ☐ b.7. Voluntary Employee Contribution Account. (Transfer limited to accumulated earnings.)

H9. <u>Multiple Section 403(b) Contracts (Section 3.2.1)</u> - For the purpose of Code section 415 (Annual Additions) all Annuity Contracts and Custodial Accounts purchased for a Participant are treated as one single Section 403(b) Contract. In addition, if the Participant also participates in a defined contribution plan, all Annuity Contracts and Custodial Accounts purchased shall be aggregated with all defined contribution plans controlled by the Employer to satisfy Code section 415 for the Limitation Year.

- ☐ a. Not Applicable – No other 403(b) Plan or defined contribution plans of the Employer
- ☐ b. Section 403(b) Contracts under this Plan will be reduced with Accounts held in another 403(b) Plan or defined contribution of the Employer.
- ☐ c. Section 403(b) Contracts under this Plan will not be reduced for aggregation with Accounts held in another 403(b) Plan or defined contribution plan of the Employer.
- ☐ d. Other: Specify how the Plan will satisfy Code Section 415 to aggregate the Section 403(b) Plan or defined contribution plans of the Employer. ____

Administrative Addendum

The Administrative Addendum Screen has not been filled out, and **must** be filled out to print this addendum.

Administration and Funding Addendum

The Funding Vehicle Addendum Screen has not been filled out, and **must** be filled out to print this addendum.