

## Houston Independent School District (HISD)

### VOLUME SUBMITTER GOVERNMENTAL 403(b) PLAN

#### ADOPTION AGREEMENT #004

For Government Entities, including Public Schools and Dual Status 501(c)(3)/Governmental Organizations

By executing this Volume Submitter Governmental 403(b) Plan Adoption Agreement (the "Agreement or AA"), the undersigned Employer agrees to establish or continue a 403(b) Plan. The 403(b) Plan adopted by the Employer consists of the Volume Submitter 403(b) Plan Basic Plan Document #08 (the "BPD") and the elections made under this Agreement (collectively referred to as the "Plan"). An Employer may jointly co-sponsor the Plan by signing a Participating Employer Adoption Page, which is attached to this Agreement. **This Plan is effective as of the Effective Date identified on the Signature Page of this Agreement.**

In completing the provisions of this Adoption Agreement, unless designated otherwise, selections under the Deferral column apply to all Salary Deferrals (including Roth Deferrals and Catch-Up Contributions) and After-Tax Employee Contributions. The selections under the Match column apply to Matching Contributions under AA §6B and selections under the ER column apply to Employer Contributions under AA §6.

As a Governmental Plan, this Plan is not subject to the nondiscrimination and coverage rules (other than the universal availability rule under Code §403(b)(12)(A)(ii)) under the Code. Also, as a Governmental Plan, this Plan is not subject to Title I of ERISA and may make elections under this Adoption Agreement accordingly.

**All elections the Employer makes under the Adoption Agreement are subject to the terms governing the applicable Investment Arrangement(s) and any applicable state or local law.**

#### SECTION 1 EMPLOYER INFORMATION

*The information contained in this Section 1 is informational only. The information set forth in this Section 1 may be modified without amending this Agreement. Any changes to this Section 1 may be accomplished by substituting a new Section 1 with the updated information. The information contained in this Section 1 is not required for qualification purposes and any changes to the provisions under this Section 1 will not affect the Employer's reliance on the Favorable IRS Letter.*

**1-1 EMPLOYER INFORMATION:**

Name: Houston Independent School District (HISD)

Address: 6100 Knox Street

City, State, Zip Code: Houston, TX 77091-4143

Telephone: 713-695-5561

**1-2 EMPLOYER IDENTIFICATION NUMBER (EIN):** 74-6001255

**1-3 TYPE OF EMPLOYER: (Select (a) or (b))**

☒ (a) Public School (as defined in Section 1.99 of the Plan)

☐ (b) Dual Status 501(c)(3)/Governmental Organization (as defined in Section 1.38 of the Plan)

**1-4 EMPLOYER'S TAX YEAR END:** The Employer's tax year ends 6/30

**1-5 RELATED EMPLOYERS:** Is the Employer part of a group of Related Employers (as defined in Section 1.113 of the Plan)?

☐ Yes

☒ No

If yes, Related Employers may be listed below. A Related Employer must complete a Participating Employer Adoption Page for Employees of that Related Employer to participate in this Plan.

*[Note: This AA §1-5 is for informational purposes. The failure to identify all Related Employers under this AA §1-5 will not jeopardize the qualified status of the Plan.]*

#### SECTION 2 PLAN INFORMATION

**2-1 PLAN NAME:** Houston Independent School District (HISD) 403(b) Retirement Plan

- 2-2 **PLAN NUMBER:** 003
- 2-3 **TYPE OF PLAN:** (Check one of (a)-(c) and, if applicable, (d).)  
☐ (a) Custodial Account under Code §403(b)(7)  
☐ (b) Annuity Contract under Code §403(b)(1)  
☒ (c) Combination Custodial Account and Annuity Contract  
☐ (d) The Plan is intended to be a FICA Replacement Plan  
*[Note: Employers may not use this Adoption Agreement to adopt a retirement income account under Code §403(b)(9).]*
- 2-4 **PLAN YEAR:**  
☒ (a) Calendar year.  
☐ (b) The 12-consecutive month period ending on \_\_\_\_\_ each year.  
☐ (c) The Plan has a Short Plan Year running from \_\_\_\_ to \_\_\_\_.
- 2-5 **FROZEN PLAN:** Check this AA §2-5 if the Plan is a frozen Plan to which no contributions will be made.  
☐ This Plan is a frozen Plan effective \_\_\_\_.  
*[Note: As a frozen Plan, the Employer will not make any contributions with respect to Plan Compensation earned after such date and no Participant will be permitted to make any contributions to the Plan after such date. In addition, no Employee will become a Participant after the date the Plan is frozen.]*
- 2-6 **MULTIPLE EMPLOYER PLAN:** Is this Plan a Multiple Employer Plan as defined in Section 1.81 of the Plan? (See Section 16.07 of the Plan for special rules applicable to Multiple Employer Plans.)  
☐ (a) Yes  
☒ (b) No
- 2-7 **PLAN ADMINISTRATOR:**  
☒ (a) The Employer identified in AA §1-1.  
☐ (b) Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
*[Note: To the extent an individual is named in this AA §2-7 does not take on all responsibilities of Plan Administrator, the Employer will retain those responsibilities as Plan Administrator. (See Section 1.93 of the Plan.)]*

**SECTION 3**  
**ELIGIBLE EMPLOYEES**

- 3-1 **ELIGIBLE EMPLOYEES:** In addition to the Employees identified in Section 2.02 of the Plan, the following Employees are excluded from participation under the Plan with respect to the contribution source(s) identified in this AA §3-1. (See Sections 2.02(e) and (f) of the Plan for rules regarding the effect on Plan participation if an Employee changes between an eligible and ineligible class of employment.)

Deferral	Match	ER	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(a) No exclusions
N/A	<input type="checkbox"/>	<input type="checkbox"/>	(b) Collectively Bargained Employees (as defined in Section 1.28 of the Plan)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(c) Non-resident aliens who receive no compensation from the Employer which constitutes U.S. source income
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(d) Student Employees (as defined in Section 1.130 of the Plan)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(e) Employees who normally work less than ____ (not more than 20) hours a week (as defined in Section 2.02(b)(4) of the Plan).

Deferral	Match	ER	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(f) Employees eligible for a governmental Code §457(b) plan
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(g) Employees eligible for a 401(k) or another 403(b) plan sponsored by the Employer
<input type="checkbox"/>	N/A	N/A	(h) Employees whose contribution would be \$200 or less
N/A	<input type="checkbox"/>	<input type="checkbox"/>	(i) Other: _____

[Note: With respect to any election to exclude Employees under (e) or (i) above, the Employer must satisfy the requirements under Treas. Reg. §§1.403(b)-5(b)(ii) and (iii)(B) under which the Employer may elect to exclude Employees who normally work fewer than 20 hours per week (or such lower number of hours per week as elected in the Agreement) with respect to Salary Deferrals, Employer Contributions and Matching Contributions. An Employee normally works fewer than 20 hours per week if and only if (1) for the 12-month period beginning on the date of the Employee's Employment Commencement date, the Employer reasonably expects the Employee to work fewer than 1,000 Hours of Service and (2) for each Plan Year after the close of the 12-month period beginning on the date of the Employee's Employment Commencement date, the Employee worked fewer than 1,000 Hours of Service in the preceding 12-month period. Once eligible due to satisfaction of this service condition, the Employee will continue to be eligible under the Plan.]

#### SECTION 4 MINIMUM AGE AND SERVICE REQUIREMENTS

- 4-1 **ELIGIBILITY REQUIREMENTS – MINIMUM AGE AND SERVICE:** An Eligible Employee (as defined in AA §3-1) who satisfies the minimum age and service conditions under this AA §4-1 will be eligible to participate under the Plan as of his/her Entry Date (as defined in AA §4-2 below).

[Note: As a Governmental Plan, this Plan is not subject to the nondiscrimination and coverage rules (other than the universal availability rule under Code §403(b)(12)(A)(ii)) under the Code and Title I of ERISA.]

- (a) **Service Requirement.** An Eligible Employee must complete the following minimum service requirements to participate in the Plan. If a different minimum service requirement applies for the same contribution type for different groups of Employees or for different contribution formulas, such differences may be described below.

Match	ER	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	(1) There is no minimum service requirement for participation in the Plan.
<input type="checkbox"/>	<input type="checkbox"/>	(2) One Year of Service (as defined in Section 2.03(a)(1) of the Plan and AA §4-3).
<input type="checkbox"/>	<input type="checkbox"/>	(3) The completion of at least ____ [cannot exceed 1,000] Hours of Service during the first ____ [cannot exceed 12] months of employment or the completion of a Year of Service (as defined in AA §4-3), if earlier.
	<input type="checkbox"/>	(i) An Employee who completes the required Hours of Service satisfies eligibility at the end of the designated period, regardless if the Employee actually works for the entire period.
	<input type="checkbox"/>	(ii) An Employee who completes the required Hours of Service must also be employed continuously during the designated period of employment. (See Section 2.03(a)(2) of the Plan for rules regarding the application of this subsection (ii).)
<input type="checkbox"/>	<input type="checkbox"/>	(4) The completion of ____ [cannot exceed 1,000] Hours of Service during an Eligibility Computation Period (as defined in AA §4-3). [An Employee satisfies the service requirement immediately upon completion of the designated Hours of Service rather than at the end of the Eligibility Computation Period.]
<input type="checkbox"/>	<input type="checkbox"/>	(5) Full-time Employees are eligible to participate as set forth in subsection (i). Employees who are "part-time" Employees must complete a Year of Service (as defined in AA §4-3). For this purpose, a full-time Employee is any Employee not defined in subsection (ii).
		(i) Full-time Employees must complete the following minimum service requirements to participate in the Plan:
		<input type="checkbox"/> (A) There is no minimum service requirement for participation in the

Match ER

Plan.

☐ (B) The completion of at least \_\_\_\_ [*cannot exceed 1,000*] Hours of Service during the first \_\_\_\_ [*cannot exceed 12*] months of employment or the completion of a Year of Service (as defined in AA §4-3), if earlier.

☐ (C) Under the Elapsed Time method as defined in AA §4-3 below.

☐ (D) Describe: \_\_\_\_\_

(ii) Part-time Employees must complete a Year of Service (as defined in AA §4-3). For this purpose, a part-time Employee is any Employee (including a temporary or seasonal Employee) whose normal work schedule is less than:

☐ (A) \_\_\_\_ hours per week.

☐ (B) \_\_\_\_ hours per month.

☐ (C) \_\_\_\_ hours per year.

<input type="checkbox"/>	<input type="checkbox"/>	(6) Two (2) Years of Service.
<input type="checkbox"/>	<input type="checkbox"/>	(7) Under the Elapsed Time method as defined in AA §4-3 below.
<input type="checkbox"/>	<input type="checkbox"/>	(8) Describe eligibility conditions: _____
<input type="checkbox"/>	<input type="checkbox"/>	Describe eligibility conditions: _____

(b) **Minimum Age Requirement.** An Eligible Employee (as defined in AA §3-1) must have attained the following age with respect to the contribution source(s) identified in this AA §4-1(b).

Match ER

<input type="checkbox"/>	<input checked="" type="checkbox"/>	(1) There is no minimum age for Plan eligibility.
<input type="checkbox"/>	<input type="checkbox"/>	(2) Age 21.
<input type="checkbox"/>	<input type="checkbox"/>	(3) Age 20½.
<input type="checkbox"/>	<input type="checkbox"/>	(4) Age ____.

☐ (c) **Special eligibility rules.** The following special eligibility rules apply with respect to the Plan: \_\_\_\_\_

*[Note: This subsection (c) may be used to apply the eligibility conditions selected under this AA §4-1 separately with respect to different Employee groups or different contribution formulas under the Plan.]*

4-2 **ENTRY DATE:** An Eligible Employee (as defined in AA §3-1) who satisfies the minimum age and service requirements in AA §4-1 shall be eligible to participate in the Plan as of his/her Entry Date. For this purpose, the Entry Date is the following date with respect to the contribution source(s) identified under this AA §4-2.

Match ER

<input type="checkbox"/>	<input checked="" type="checkbox"/>	(a) <b>Immediate.</b> The date the minimum age and service requirements are satisfied (or date of hire, if no minimum age and service requirements apply).
<input type="checkbox"/>	<input type="checkbox"/>	(b) <b>Semi-annual.</b> The first day of the 1st and 7th month of the Plan Year.
<input type="checkbox"/>	<input type="checkbox"/>	(c) <b>Quarterly.</b> The first day of the 1st, 4th, 7th and 10th month of the Plan Year.
<input type="checkbox"/>	<input type="checkbox"/>	(d) <b>Monthly.</b> The first day of each calendar month.
<input type="checkbox"/>	<input type="checkbox"/>	(e) <b>Payroll period.</b> The first day of the payroll period.
<input type="checkbox"/>	<input type="checkbox"/>	(f) <b>The first day of the Plan Year.</b> [See Section 2.03(b)(2) of the Plan for special rules that apply.]

An Eligible Employee's Entry Date (as defined above) is determined based on when the Employee satisfies the minimum age and service requirements in AA §4-1. For this purpose, an Employee's Entry Date is the Entry Date:

- | Match                    | ER                       |   |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | (g) next following satisfaction of the minimum age and service requirements.                    |
| <input type="checkbox"/> | <input type="checkbox"/> | (h) coinciding with or next following satisfaction of the minimum age and service requirements. |
| <input type="checkbox"/> | <input type="checkbox"/> | (i) nearest the satisfaction of the minimum age and service requirements.                       |
| <input type="checkbox"/> | <input type="checkbox"/> | (j) preceding the satisfaction of the minimum age and service requirements.                     |

This section may be used to describe any special rules for determining Entry Dates under the Plan. For example, if different Entry Date provisions apply for the same contribution sources with respect to different groups of Employees, such different Entry Date provisions may be described below.

- | Match                    | ER                       |   |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | (k) Describe any special rules that apply with respect to the Entry Dates under this AA §4-2: _____ |

4-3 **DEFAULT ELIGIBILITY RULES.** In applying the minimum age and service requirements under AA §4-1 above, the following default rules apply with respect to all contribution sources under the Plan:

- **Year of Service.** An Employee earns a Year of Service for eligibility purposes upon completing 1,000 Hours of Service during an Eligibility Computation Period. Hours of Service are calculated based on actual hours worked during the Eligibility Computation Period. (See Section 1.68 of the Plan for the definition of Hours of Service.)
- **Eligibility Computation Period.** If one Year of Service is required for eligibility, the Plan will determine subsequent Eligibility Computation Periods on the basis of Plan Years. If more than one Year of Service is required for eligibility, the Plan will determine subsequent Eligibility Computation Periods on the basis of Anniversary Years.
- **Break in Service Rules.** The Nonvested Participant Break in Service rule (see Section 2.07(b) of the Plan) and the One-Year Break in Service rule (see Section 2.07(d) of the Plan) do NOT apply. Governmental Plans are not subject to the Break in Service rules under Title I of ERISA and can modify the Break in Service rules of the Plan accordingly.

To override the default eligibility rules, complete the applicable sections of this AA §4-3. If this AA §4-3 is not completed for a particular contribution source, the default eligibility rules apply.

- | Match                    | ER                       |   |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | (a) <b>Year of Service.</b> Instead of 1,000 Hours of Service, an Employee earns a Year of Service upon the completion of ____ Hours of Service during an Eligibility Computation Period.                             |
| <input type="checkbox"/> | <input type="checkbox"/> | (b) <b>Eligibility Computation Period.</b> The Plan will use Anniversary Years for all Eligibility Computation Periods.   |
| <input type="checkbox"/> | <input type="checkbox"/> | (c) <b>Elapsed Time method.</b> Eligibility service will be determined under the Elapsed Time method. An Eligible Employee (as defined in AA §3-1) must complete a ____ period of service to participate in the Plan. |

*[Note: Under the Elapsed Time method, service will be measured from the Employee's employment commencement date (or reemployment commencement date, if applicable) without regard to the Eligibility Computation Period.]*

Match	ER	
<input type="checkbox"/>	<input type="checkbox"/>	(d) <b>Equivalency Method.</b> For purposes of determining an Employee's Hours of Service for eligibility, the Plan will use the Equivalency Method (as defined in Section 2.03(a)(5) of the Plan). The Equivalency Method will apply to: <input type="checkbox"/> (1) All Employees. <input type="checkbox"/> (2) Only Employees for whom the Employer does not maintain hourly records. For Employees for whom the Employer maintains hourly records, eligibility will be determined based on actual hours worked.  Hours of Service for eligibility will be determined under the following Equivalency Method: <input type="checkbox"/> (3) <b>Monthly.</b> 190 Hours of Service for each month worked. <input type="checkbox"/> (4) <b>Weekly.</b> 45 Hours of Service for each week worked. <input type="checkbox"/> (5) <b>Daily.</b> 10 Hours of Service for each day worked. <input type="checkbox"/> (6) <b>Semi-monthly.</b> 95 Hours of Service for each semi-monthly period worked.
<input type="checkbox"/>	<input type="checkbox"/>	(e) <b>Nonvested Participant Break in Service rule applies.</b> Service earned prior to a Nonvested Participant Break in Service (as defined in Section 2.07(b) of the Plan) will be disregarded in applying the eligibility rules. <input type="checkbox"/> The Nonvested Participant Break in Service rule applies to all Employees, including Employees who have not terminated employment.
<input type="checkbox"/>	<input type="checkbox"/>	(f) <b>One-Year Break in Service rule applies.</b> The One-Year Break in Service rule (as defined in Section 2.07(d) of the Plan) applies to temporarily disregard an Employee's service earned prior to a one-year Break in Service. <input type="checkbox"/> The One-Year Break in Service rule applies to all Employees, including Employees who have not terminated employment.
<input type="checkbox"/>	<input type="checkbox"/>	(g) <b>Special eligibility provisions:</b> _____  <i>[Note: Any special eligibility provision must relate to an Employee's eligibility to participate under the Plan.]</i>

4-4 **EFFECTIVE DATE OF MINIMUM AGE AND SERVICE REQUIREMENTS.** The minimum age and/or service requirements under AA §4-1 apply to all Employees under the Plan. An Employee will participate with respect to all contribution sources under the Plan as of his/her Entry Date under AA §4-2, taking into account all service with the Employer, including service earned prior to the Effective Date.

To allow Employees hired on a specified date to enter the Plan without regard to the minimum age and/or service conditions, complete this AA §4-4.

Match	ER	
<input type="checkbox"/>	<input type="checkbox"/>	An Eligible Employee who is employed by the Employer on the following date will become eligible to enter the Plan without regard to minimum age and/or service requirements (as designated below): <input type="checkbox"/> (a) the Effective Date of this Plan (as designated in the Employer Signature Page). <input type="checkbox"/> (b) the date the Plan is executed by the Employer (as indicated on the Employer Signature Page). <input type="checkbox"/> (c) ____ <i>[insert date no earlier than the Effective Date of this Plan]</i> .  An Eligible Employee who is employed on the designated date will become eligible to participate in the Plan without regard to the minimum age and service requirements under AA §4-1. If both minimum age and service conditions are not waived, select (d) or (e) to designate which condition is waived under this AA §4-4. <input type="checkbox"/> (d) This AA §4-4 only applies to the minimum service condition. <input type="checkbox"/> (e) This AA §4-4 only applies to the minimum age condition.

The provisions of this AA §4-4 apply to all Eligible Employees employed on the designated date unless designated otherwise under subsection (f) or (g) below:

☐ (f) The provisions of this AA §4-4 apply to the following group of Employees employed on the designated date: \_\_\_\_\_

☐ (g) Describe special rules: \_\_\_\_\_

*[Note: An Employee who is employed as of the date described in this AA §4-4 will be eligible to enter the Plan as of such date unless a different Entry Date is designated under subsection (g).]*

4-5 **SERVICE WITH PREDECESSOR EMPLOYER.** If the Employer is maintaining the Plan of a Predecessor Employer, service with such Predecessor Employer is automatically counted for eligibility, vesting and for purposes of applying any allocation conditions under AA §6-7 and AA §6B-7.

In addition, this AA §4-5 may be used to identify any Predecessor Employers for whom service will be counted for purposes of determining eligibility, vesting and allocation conditions under this Plan.

If this AA §4-5 is not completed, no service with a Predecessor Employer will be counted.

☐ (a) **Identify Predecessor Employer(s):**

☐ (1) The Plan will count service with all Employers which have been acquired.

☐ (2) The Plan will count service with the following Predecessor Employers:

Name of Predecessor Employer	Eligibility	Vesting	Allocation Conditions
<input type="checkbox"/> (1) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

☐ (b) **Describe any special provisions applicable to Predecessor Employer service:** \_\_\_\_\_

*[Note: Any special provisions must relate solely to service with a Predecessor Employer.]*

**SECTION 5  
COMPENSATION DEFINITIONS**

5-1 **TOTAL COMPENSATION.** Total Compensation is based on the definition set forth under this AA §5-1. (See Section 1.137 of the Plan for a specific definition of the various types of Total Compensation.)

☒ (a) W-2 Wages

☐ (b) Code §415 Compensation

☐ (c) Wages under Code §3401(a)

*[Note: For purposes of determining Total Compensation, the definition includes Elective Deferrals as defined in Section 1.44 of the Plan, pre-tax contributions to a Code §125 cafeteria plan or a Code §457 plan, and qualified transportation fringes under Code §132(f)(4).]*

5-2 **POST-SEVERANCE COMPENSATION.** Total Compensation includes post-severance compensation, to the extent provided in Section 1.137(b) of the Plan.

☐ (a) **Exclusion of post-severance compensation from Total Compensation.** The following amounts paid after a Participant's severance of employment are excluded from Total Compensation:

☐ (1) **Unused leave payments.** Payment for unused accrued bona fide sick, vacation, or other leave, but only if the Employee would have been able to use the leave if employment had continued.

☐ (2) **Deferred compensation.** Payments received by an Employee pursuant to a nonqualified unfunded deferred compensation plan, but only if the payment would have been paid to the Employee at the same time if the Employee had continued in employment and only to the extent that the payment is includible in the Employee's gross income.

*[Note: Plan Compensation (as defined in Section 1.94 of the Plan) includes any post-severance compensation amounts that are includible in Total Compensation. The Employer may elect to exclude all compensation paid after severance of employment or may elect to exclude specific types of post-severance compensation from Plan Compensation under AA §5-3.]*

- (b) **Continuation payments for disabled Participants.** Unless designated otherwise under this subsection, Total Compensation does not include continuation payments for disabled Participants.
- ☐ **Payments to disabled Participants.** Total Compensation shall include post-severance compensation paid to a Participant who is permanently and totally disabled, as provided in Section 1.137(c)(2) of the Plan.

5-3 **PLAN COMPENSATION:** Plan Compensation is **Total Compensation** (as defined in AA §5-1 above) with the following exclusions described below.

Deferral	Match	ER	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(a) No exclusions.
N/A	<input type="checkbox"/>	<input type="checkbox"/>	(b) Elective Deferrals (as defined in Section 1.44 of the Plan), pre-tax contributions to a Code §125 cafeteria plan or a Code §457 plan, and qualified transportation fringes under Code §132(f)(4) are excluded.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(c) All fringe benefits (cash and noncash), reimbursements or other expense allowances, moving expenses, deferred compensation, and welfare benefits are excluded.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(d) Compensation above \$____ is excluded.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(e) Amounts received as a bonus are excluded.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(f) Amounts received as commissions are excluded.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(g) Overtime payments are excluded.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(h) Amounts received for services performed for a non-signatory Related Employer are excluded. (See Section 2.02(c) of the Plan.)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(i) "Deemed §125 compensation" as defined in Section 1.137(d) of the Plan.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(j) Amounts received after termination of employment are excluded. (See Section 1.137(b) of the Plan.)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(k) Differential Pay (as defined in Section 1.137(e) of the Plan).
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(l) Describe adjustments to Plan Compensation: _____

[Note: Any adjustments to Plan Compensation under this AA §5-3 must be definitely determinable.]

5-4 **PERIOD FOR DETERMINING COMPENSATION.**

- (a) **Compensation Period.** Plan Compensation will be determined on the basis of the following period(s) for the contribution sources identified in this AA §5-4. *[If a period other than Plan Year applies for any contribution source, any reference to the Plan Year as it refers to Plan Compensation for that contribution source will be deemed to be a reference to the period designated under this AA §5-4.]*

Deferral	Match	ER	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(1) The Plan Year.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(2) The calendar year ending in the Plan Year.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(3) The Employer's fiscal tax year ending in the Plan Year.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(4) The 12-month period ending on ____ which ends during the Plan Year.

- (b) **Compensation while a Participant.** Unless provided otherwise under this subsection (b), in determining Plan Compensation, only compensation earned while an individual is a Participant under the Plan with respect to a particular contribution source will be taken into account.

To count compensation for the entire Plan Year for a particular contribution source, including compensation earned while an individual is not a Participant with respect to such contribution source, check below. (See Section 1.94 of the Plan.)

Match	ER	
<input type="checkbox"/>	<input type="checkbox"/>	All compensation earned during the Plan Year will be taken into account, including



Match

ER

compensation earned while an individual is not a Participant.

- (c) **Few weeks rule.** The few weeks rule under Code §415 will not apply unless designated otherwise under this subsection (c).
- ☐ Amounts earned but not paid during a Limitation Year solely because of the timing of pay periods and pay dates shall be included in Total Compensation for the Limitation Year, provided the amounts are paid during the first few weeks of the next Limitation Year, the amounts are included on a uniform and consistent basis with respect to all similarly situated Employees, and no amounts are included in more than one Limitation Year.

**SECTION 6**  
**EMPLOYER CONTRIBUTIONS**

6-1 **EMPLOYER CONTRIBUTIONS.** Is the Employer authorized to make Employer Contributions under the Plan?

- ☒ Yes
- ☐ No [If No, skip to Section 6A.]

6-2 **EMPLOYER CONTRIBUTION FORMULA.** For the period designated in AA §6-4 below, the Employer will make the following Employer Contributions on behalf of Participants who satisfy the allocation conditions designated in AA §6-7 below. Any Employer Contribution authorized under this AA §6-2 will be allocated in accordance with the allocation formula selected under AA §6-3. [Note: As a Governmental Plan, this Plan is not subject to the nondiscrimination and coverage rules (other than the universal availability rule under Code §403(b)(12)(A)(ii)) under the Code and Title I of ERISA.]

- ☐ (a) **Discretionary contribution.** The Employer will determine in its sole discretion how much, if any, it will make as an Employer Contribution.
- ☐ (b) **Fixed contribution.**
- ☐ (1) \_\_\_% of each Participant's Plan Compensation.
- ☐ (2) \$\_\_\_ for each Participant.
- ☒ (c) **Outside agreements, contracts or arrangements.**
- ☒ (1) The Employer Contribution will be determined in accordance with any Collective Bargaining Agreement(s) addressing retirement benefits of Collectively Bargained Employees under the Plan.
- ☒ (2) The Employer Contribution will be determined in accordance with any applicable employment contract or other arrangement the Employer has with the Participant(s).
- ☐ (d) **Service-based contribution.** The Employer will make the following contribution:
- ☐ (1) **Discretionary.** A discretionary contribution determined as a uniform percentage of Plan Compensation or a uniform dollar amount for each period of service designated below.
- ☐ (2) **Fixed percentage.** \_\_\_% of Plan Compensation paid for each period of service designated below.
- ☐ (3) **Fixed dollar.** \$\_\_\_ for each period of service designated below.

The service-based contribution will be based on the following periods of service:

- ☐ (4) Each Hour of Service
- ☐ (5) Each week of employment
- ☐ (6) Describe period: \_\_\_\_\_

The service-based contribution is subject to the following rules:

- ☐ (7) Describe any special provisions that apply to service-based contribution: \_\_\_\_\_

- ☐ (e) **Year of Service contribution.** The Employer will make an Employer Contribution based on Years of Service with the Employer.

Years of Service	Contribution %
<input type="checkbox"/> (1) For Years of Service between ____ and ____	____%
<input type="checkbox"/> (2) For Years of Service between ____ and ____	____%
<input type="checkbox"/> (3) For Years of Service between ____ and ____	____%
<input type="checkbox"/> (4) For Years of Service ____ and above	____%

For this purpose, a Year of Service is each Plan Year during which an Employee completes at least 1,000 Hours of Service. Alternatively, a Year of Service is: \_\_\_\_\_

[Note: Any alternative definition of a Year of Service must meet the requirements of a Year of Service as defined in Section 2.03 of the Plan.]

- ☐ (f) **Describe special rules for determining contributions under the Plan:** \_\_\_\_\_

### 6-3 ALLOCATION FORMULA.

- ☐ (a) **Pro rata allocation.** The discretionary Employer Contribution under AA §6-2 will be allocated:
- ☐ (1) as a uniform percentage of Plan Compensation.
- ☐ (2) as a uniform dollar amount.
- ☒ (b) **Fixed or outside agreement, contract or arrangement contribution.** The fixed or outside agreement, contract or arrangement Employer Contribution under AA §6-2 will be allocated in accordance with the selections made with respect to fixed or outside agreement Employer Contributions under AA §6-2.
- ☐ (c) **Permitted disparity allocation.** The discretionary Employer Contribution under AA §6-2 will be allocated under the two-step method (as defined in Section 3.02(a)(1)(ii)(A) of the Plan), using the Taxable Wage Base (as defined in Section 1.132 of the Plan) as the Integration Level.

To modify these default rules, complete the appropriate provision(s) below:

- ☐ (1) **Integration Level.** Instead of the Taxable Wage Base, the Integration Level is:
- ☐ (i) \_\_\_\_% of the Taxable Wage Base, increased (but not above the Taxable Wage Base) to the next higher:
- ☐ (A) N/A ☐ (B) \$1
- ☐ (C) \$100 ☐ (D) \$1,000
- ☐ (ii) \$\_\_\_\_ (not to exceed the Taxable Wage Base)
- ☐ (iii) 20% of the Taxable Wage Base

[Note: See Section 3.02(a)(1)(ii) of the Plan for rules regarding the Maximum Disparity Rate that may be used where an Integration Level other than the Taxable Wage Base is selected.]

- ☐ (2) **Describe special rules for applying permitted disparity allocation formula:** \_\_\_\_\_

[Note: Any special rules must relate solely to applying the permitted disparity formula.]

- ☐ (d) **Uniform points allocation.** The discretionary Employer Contribution designated in AA §6-2 will be allocated to each Participant in the ratio that each Participant's total points bears to the total points of all Participants. A Participant will receive the following points:
- ☐ (1) \_\_\_\_ point(s) for each \_\_\_\_ year(s) of age (attained as of the end of the Plan Year).
- ☐ (2) \_\_\_\_ point(s) for each \$\_\_\_\_ (not to exceed \$200) of Plan Compensation.
- ☐ (3) \_\_\_\_ point(s) for each \_\_\_\_ Year(s) of Service. For this purpose, Years of Service are determined:
- ☐ (i) In the same manner as determined for eligibility.
- ☐ (ii) In the same manner as determined for vesting.
- ☐ (iii) Points will not be provided with respect to Years of Service in excess of \_\_\_\_.
- ☐ (e) **Employee group allocation.** The Employer may make a separate Employer Contribution to the Participants in the following allocation groups. The Employer must notify the Plan Administrator in writing of the amount of the contribution to be allocated to each allocation group.

- ☐ (1) A separate discretionary Employer Contribution may be made to each Participant of the Employer (i.e., each Participant is in his/her own allocation group).
- ☐ (2) A separate discretionary or fixed Employer Contribution may be made to the following allocation groups. If no fixed amount is designated for a particular allocation group, the contribution made for such allocation group will be allocated as a uniform percentage of Plan Compensation or as a uniform dollar amount to all Participants within that allocation group.

**Group 1:** \_\_\_\_\_

[Note: Each group must be definitely determinable.]

- ☐ (3) **Special rules.** The following special rules apply to the Employee group allocation formula.
  - ☐ (i) **More than one Employee group.** Unless designated otherwise under this subsection (i), if a Participant is in more than one allocation group described in (2) above during the Plan Year, the Participant will receive an Employer Contribution based on the Participant's status on the last day of the Plan Year.
  - ☐ (A) **Determined separately for each Employee group.** If a Participant is in more than one allocation group during the Plan Year, the Participant's share of the Employer Contribution will be based on the Participant's status for the part of the year the Participant is in each allocation group.
  - ☐ (B) **Describe:** \_\_\_\_\_

- ☐ (f) **Age-based allocation.** The discretionary Employer Contribution designated in AA §6-2 will be allocated under the age-based allocation formula so that each Participant receives a pro rata allocation based on adjusted Plan Compensation. For this purpose, a Participant's adjusted Plan Compensation is determined by multiplying the Participant's Plan Compensation by an Actuarial Factor (as defined in Section 3.02(a)(1)(v)(B) of the Plan).

A Participant's Actuarial Factor is determined based on a specified interest rate and mortality table. Unless designated otherwise under (1) or (2) below, the Plan will use an applicable interest rate of 8.5% and a UP-1984 mortality table.

- ☐ (1) **Applicable interest rate.** Instead of 8.5%, the Plan will use an interest rate of \_\_\_\_% (must be between 7.5% and 8.5%) in determining a Participant's Actuarial Factor.
- ☐ (2) **Applicable mortality table.** Instead of the UP-1984 mortality table, the Plan will use the following mortality table in determining a Participant's Actuarial Factor: \_\_\_\_\_
- ☐ (3) **Describe special rules applicable to age-based allocation:** \_\_\_\_\_

[Note: See Appendix A of the Plan for sample Actuarial Factors based on an 8.5% applicable interest rate and the UP-1984 mortality table. If an interest rate or mortality table other than 8.5% or UP-1984 is selected, appropriate Actuarial Factors must be calculated.]

- ☐ (g) **Service-based allocation formula.** The service-based Employer Contribution selected in AA §6-2 will be allocated in accordance with the selections made under the service-based allocation formula in AA §6-2.
- ☐ (h) **Year of Service allocation formula.** The Year of Service Employer Contribution selected in AA §6-2 will be allocated in accordance with the selections made under the Year of Service allocation formula in AA §6-2.
- ☐ (i) **Describe special rules for determining allocation formula:** \_\_\_\_\_

6-4 **SPECIAL RULES.** No special rules apply with respect to Employer Contributions under the Plan, except to the extent designated under this AA §6-4. Unless designated otherwise, in determining the amount of the Employer Contributions to be allocated under this AA §6, the Employer Contribution will be based on Plan Compensation earned during the Plan Year.

- ☐ (a) **Period for determining Employer Contributions.** Instead of the Plan Year, Employer Contributions will be determined based on Plan Compensation earned during the following period: [The Plan Year must be used if the permitted disparity allocation method is selected under AA §6-3 above.]

- ☐ (1) Plan Year quarter
- ☐ (2) calendar month
- ☐ (3) payroll period
- ☐ (4) Other: \_\_\_\_\_

[Note: Although Employer Contributions are determined on the basis of Plan Compensation earned during the period designated under this subsection, this does not require the Employer to actually make contributions or allocate contributions on the basis of such period. Employer Contributions may be contributed and allocated to Participants at any time within the contribution period permitted under Treas. Reg. §1.415(c)-1(b)(6)(B), regardless of the period

*selected under this subsection. Any alternative period designated under subsection (4) may not exceed a 12-month period and will apply uniformly to all Participants.]*

- ☐ (b) **Limit on Employer Contributions.** The Employer Contribution elected in AA §6-2 may not exceed:
- ☐ (1) \_\_\_\_ % of Plan Compensation
  - ☐ (2) \$ \_\_\_\_
  - ☐ (3) Describe: \_\_\_\_\_
- ☐ (c) **Offset of Employer Contribution.**
- ☐ (1) A Participant's allocation of Employer Contributions under AA §6-2 of this Plan is reduced by contributions under \_\_\_\_\_ [insert name of plan(s)].
  - ☐ (2) In applying the offset under this subsection, the following rules apply: \_\_\_\_\_
- ☐ (d) **Other special rules relating to Employer Contributions:** \_\_\_\_\_

**6-5 SPECIAL EMPLOYER CONTRIBUTIONS.**

- ☐ (a) **Contributions for former Employees.** If this (a) is elected, the Employer may continue to make Employer Contributions on behalf of a former Employee as provided in Section 3.01(c) of the Plan, as described below:
- \_\_\_\_\_
- ☒ (b) **Contributions of accrued sick and/or vacation leave.**
- ☒ (1) The Employer will make Employer Contributions of amounts of accrued unpaid sick leave, as described below:  
Final leave payout / board approved \_\_\_\_\_
  - ☒ (2) The Employer will make Employer Contributions of amounts of accrued unpaid vacation leave, as described below:  
Final leave payout / board approved \_\_\_\_\_

**6-6 MANDATORY CONTRIBUTIONS.** If elected below, a Participant will be required to make a Mandatory Contribution (as defined in Section 1.76 of the Plan) to the Plan equal to the amount specified under this subsection 6-6. Any amounts contributed pursuant to this subsection 6-6 will be treated as Employer Contributions under the Plan. Such contributions and earnings thereon will be 100% vested at all times.

- ☐ (a) The following amounts will be contributed to the Plan as a Mandatory Contribution:
- ☐ (1) \_\_\_\_ % of Plan Compensation.
  - ☐ (2) \$ \_\_\_\_ per pay period.
  - ☐ (3) Any amount from \_\_\_\_ % to \_\_\_\_ % of Plan Compensation, as designated by the Participant.
  - ☐ (4) The amount designated under an applicable Collective Bargaining Agreement, employment contract or other arrangement with the Employee.
  - ☐ (5) Describe amount: \_\_\_\_\_  
[Note: Amount may not exceed 100% of Plan Compensation.]
- ☐ (b) Special rules applicable to Mandatory Contribution: \_\_\_\_\_  
[Note: Special rules may describe special eligibility requirements and the definitely determinable amounts.]

**6-7 ALLOCATION CONDITIONS.** A Participant must satisfy any allocation conditions designated under this AA §6-7 to receive an allocation of Employer Contributions under the Plan. Allocation conditions do not apply to Mandatory Contributions.

- ☒ (a) **No allocation conditions** apply with respect to Employer Contributions under the Plan.
- ☐ (b) **Employment condition.** An Employee must be employed with the Employer on the last day of the Plan Year.
- ☐ (c) **Minimum service condition.** An Employee must be credited with at least:
- ☐ (1) \_\_\_\_ Hours of Service during the Plan Year.
    - ☐ (i) Hours of Service are determined using actual Hours of Service.
    - ☐ (ii) Hours of Service are determined using the following Equivalency Method (as defined under AA §4-3):



- ☐ (A) Monthly ☐ (B) Weekly  
☐ (C) Daily ☐ (D) Semi-monthly
- ☐ (2) \_\_\_\_ consecutive days of employment with the Employer during the Plan Year.
- ☐ (d) **Application to a specified period.** The allocation conditions selected under this AA §6-7 apply on the basis of the Plan Year. Alternatively, if an employment or minimum service condition applies under this AA §6-7, the Employer may elect under this subsection to apply the allocation conditions on a periodic basis as set forth below. (See Section 3.06 of the Plan for a description of the rules for applying the allocation conditions on a periodic basis.)
- ☐ (1) **Period for applying allocation conditions.** Instead of the Plan Year, the allocation conditions set forth under subsection (2) below apply with respect to the following periods:
- ☐ (i) Plan Year quarter  
☐ (ii) calendar month  
☐ (iii) payroll period  
☐ (iv) Other: \_\_\_\_\_
- ☐ (2) **Application to allocation conditions.** If this subsection is checked to apply allocation conditions on the basis of specified periods, to the extent an employment or minimum service allocation condition applies under this AA §6-7, such allocation condition will apply based on the period selected under subsection (1) above, unless designated otherwise below:
- ☐ (i) Only the employment condition will be based on the period selected in subsection (1) above.  
☐ (ii) Only the minimum service condition will be based on the period selected in subsection (1) above.  
☐ (iii) Describe any special rules: \_\_\_\_\_  
*[Note: Any special rules under subsection (iii) must relate solely to the application of the allocation conditions.]*
- ☐ (c) **Exceptions.**
- ☐ (1) The above allocation condition(s) will not apply if the Employee:
- ☐ (i) dies during the Plan Year.  
☐ (ii) terminates employment due to becoming Disabled.  
☐ (iii) terminates employment after attaining Normal Retirement Age.  
☐ (iv) terminates employment after attaining Early Retirement Age.  
☐ (v) is on an authorized leave of absence from the Employer.
- ☐ (2) The exceptions selected under subsection (1) will apply even if an Employee has not terminated employment at the time of the selected event(s).
- ☐ (3) The exceptions selected under subsection (1) do not apply to:
- ☐ (i) an employment condition designated under this AA §6-7.  
☐ (ii) a minimum service condition designated under this AA §6-7.  
☐ (iii) a Discretionary Employer Contribution.  
☐ (iv) a Fixed Employer Contribution.
- ☐ (f) **Describe any special rules governing the allocation conditions under the Plan:** \_\_\_\_\_

**SECTION 6A**  
**SALARY DEFERRALS**

6A-1 **SALARY DEFERRALS.** Unless elected below, Eligible Employees are permitted to make Salary Deferrals under the Plan.

☐ Employees are not permitted to make Salary Deferrals under the Plan. *[Skip to Section 6B.]*

6A-2 **MAXIMUM LIMIT ON SALARY DEFERRALS.** Unless designated otherwise below, a Participant may defer any amount up to the Elective Deferral Dollar Limit and the Code §415 Limitation (as set forth in Sections 5.02 and 5.03 of the Plan).

☐ Describe any Plan limitations on Salary Deferrals: \_\_\_\_\_

6A-3 **MINIMUM DEFERRAL RATE.** No minimum deferral requirement applies under the Plan.

6A-4 **CATCH-UP CONTRIBUTIONS.** Age 50 Catch-Up Contributions (as defined in Section 3.03(d) of the Plan) and Special Catch-Up Contributions for Qualified Employees of Qualified Organizations (as defined in Section 3.03(e) of the Plan) are permitted under the Plan, unless designated otherwise under this AA §6A-4.

☐ (a) Age 50 Catch-Up Contributions are not permitted under the Plan.

☒ (b) Special Catch-Up Contributions for Qualified Employees of Qualified Organizations are not permitted under the Plan.

6A-5 **ROTH DEFERRALS.** Roth Deferrals are not permitted under the Plan, unless designated otherwise under this AA §6A-5. Roth Deferrals, if available, are subject to the terms of the governing Investment Arrangement(s).

☒ (a) **Availability of Roth Deferrals.** Roth Deferrals are permitted under the Plan. *[Note: If Roth Deferrals are effective as of a date later than the Effective Date of the Plan, designate such special Effective Date in AA §6A-9 below.]*

☐ (b) **Distribution of Roth Deferrals.** Unless designated otherwise under this subsection, to the extent a Participant takes a distribution or withdrawal from his/her Salary Deferral Account(s), the Participant may designate the extent to which such distribution is taken from the Pre-Tax Deferral Account or from the Roth Deferral Account. (See Section 8.10 of the Plan for default distribution rules if a Participant fails to designate the appropriate Account for corrective distributions from the Plan.)

Alternatively, the Employer may designate the order of distributions for the distribution types listed below or in a separate administrative procedure:

☐ (1) **Distributions and withdrawals.**

☐ (i) Any distribution will be taken on a pro rata basis from the Participant's Pre-Tax Deferral Account and Roth Deferral Account.

☐ (ii) Any distribution will be taken first from the Participant's Roth Deferral Account and then from the Participant's Pre-Tax Deferral Account.

☐ (iii) Any distribution will be taken first from the Participant's Pre-Tax Deferral Account and then from the Participant's Roth Deferral Account.

☐ (2) **Distribution of Excess Deferrals.**

☐ (i) Distribution of Excess Deferrals will be made from Roth and Pre-Tax Deferral Accounts in the same proportion that deferrals were allocated to such Accounts for the calendar year.

☐ (ii) Distribution of Excess Deferrals will be made first from the Roth Deferral Account and then from the Pre-Tax Deferral Account.

☐ (iii) Distribution of Excess Deferrals will be made first from the Pre-Tax Deferral Account and then from the Roth Deferral Account.

☒ (c) **IN-PLAN ROTH CONVERSIONS.** The Plan does not permit a Participant to make an In-Plan Roth Conversion under the Plan. To override this provision to allow Participants to make an In-Plan Roth Conversion, subsection (a) and this subsection (c) must be checked.

☒ (1) **Effective date.** Effective 1-1-2020, a Participant may elect to convert all or any portion of his/her non-Roth vested Account Balance to an In-Plan Roth Conversion Account.

*[Note: The Plan must provide for Roth Deferrals under AA §6A-5 as of the effective date designated in this subsection (c). An election under this subsection (c) does not affect an In-Plan Roth Conversion that was allowed under prior Plan provisions.]*

- (2) **In-Service Distribution.** For a Participant to convert his/her eligible contributions to Roth Deferrals through an In-Plan Roth Conversion, the Participant need not be eligible to take a distribution from the Plan.

To override this default provision to require a distributable event, complete this subsection (2).

- ☐ If this subsection (2) is checked, a Participant must be eligible for a distribution of any amounts converted to Roth Deferrals through an In-Plan Roth Conversion. Thus, only amounts that are eligible for distribution under AA §9 or AA §10 are eligible for In-Plan Roth Conversion.

[*Note: If this subsection (2) is not checked, a Participant may convert any or all of the eligible contribution sources to Roth Deferrals through an In-Plan Roth Conversion.*]

- (3) **Contribution sources.** An Employee may elect to make an In-Plan Roth Conversion from all available contribution sources under the Plan.

To override this default provision to limit the contributions sources available for In-Plan Roth Conversion, select the applicable contribution sources from which an In-Plan Roth Conversion is available:

- ☐ (i) Pre-tax Deferrals  
☐ (ii) Employer Contributions  
☐ (iii) Matching Contributions  
☐ (iv) After-Tax Contributions  
☐ (v) Rollover Contributions  
☐ (vi) Mandatory Contributions  
☐ (vii) Describe: \_\_\_\_\_

[*Note: Any contribution sources described in this subsection (vii) must be definitely determinable and not subject to Employer discretion.*]

- ☐ (4) **Limits applicable to In-Plan Roth Conversions.** No special limits apply with respect to In-Plan Roth Conversions, unless designated otherwise under this subsection (4).

- ☐ (i) Roth conversions may only be made from contribution sources that are fully vested (i.e., 100% vested).

[*Note: If an In-Plan Roth Conversion is permitted from partially-vested sources, special rules apply for determining the vested percentage of such amounts after conversion.*]

- ☐ (ii) A Participant may not make an In-Plan Roth Conversion of less than \$\_\_\_\_ (may not exceed \$1,000).  
☐ (iii) A Participant may not make an In-Plan Roth Conversion of any outstanding loan amount.

[*Note: If this (iii) is not checked, a Participant may convert amounts that are attributable to an outstanding loan, to the extent the loan relates to a contribution source that is eligible for conversion under subsection (3) above.*]

- ☐ (iv) Describe: \_\_\_\_\_

[*Note: Any selection in this subsection (iv) must be definitely determinable and not subject to Employer discretion.*]

- ☐ (5) **Amounts available to pay federal and state taxes generated from an In-Plan Roth Conversion.** No special provisions apply to allow Participants to withdraw funds to pay federal or state taxes generated from an In-Plan Roth Conversion, except as provided otherwise under this subsection (5).

- ☐ (i) **In-service distribution.** If the Plan does not otherwise permit an in-service distribution at the time of the In-Plan Roth Conversion and this subsection (i) is checked, a Participant may elect to take an in-service distribution solely to pay taxes generated from the In-Plan Roth Conversion to the extent such in-service distribution would otherwise be permitted under Section 8.09 of the Plan.

[*Note: If this subsection (i) is checked, a Participant may take an in-service distribution only to the extent such distribution would otherwise be permitted under the provisions of Section 8.09 of the Plan.*]

- ☐ (ii) **Participant loan.** Generally, a Participant may request a loan from the Plan to the extent permitted under Section 13 and AA Appendix B. However, to the extent a Participant loan is not otherwise allowed and this subsection (ii) is selected, a Participant may receive a Participant loan solely to pay taxes generated from an In-Plan Roth Conversion.

*[Note: If this subsection (ii) is selected and Participant loans are not otherwise authorized under the Plan, any Participant loan made pursuant to this subsection (ii) will be made in accordance with the default loan policy described in Section 13 of the Plan.]*

- ☐ (6) **Distribution from In-Plan Roth Conversion Account.** Distributions from the In-Plan Roth Conversion Account will be permitted at the same time as permitted for Roth Deferrals, as set forth under AA §10-1, unless designated otherwise under this subsection (6). However, earlier distribution of certain converted amounts may be required to the extent necessary to protect distribution options that were available with respect to such converted amounts prior to the In-Plan Roth Conversion.
- ☐ (i) In-service distributions will not be permitted from an In-Plan Roth Conversion Account. However, a distribution must continue to be offered for any converted amounts as of the earliest date a distribution would otherwise be permitted for such converted amounts, without regard to the In-Plan Roth Conversion.
- ☐ (ii) An in-service distribution may be made from the In-Plan Roth Conversion Account at any time, subject to any source distributions restrictions that applied to amounts prior to the conversion.
- ☐ (iii) Describe distribution options: \_\_\_\_\_

- ☐ (d) **SPECIAL RULES APPLICABLE TO ROTH DEFERRALS:** \_\_\_\_\_

*[Note: Any special rules must satisfy the requirements applicable to Roth Deferrals under Code §402A.]*

6A-6 **ADP TESTING.** This Plan is not subject to ADP testing as described under Code §401(k).

6A-7 **CHANGE OR REVOCATION OF DEFERRAL ELECTION:** In addition to the Participant's Entry Date under the Plan, a Participant's election to change or resume a deferral election will be effective as set forth under the Salary Reduction Agreement or other written procedures adopted by the Plan Administrator. A Participant must be permitted to change or revoke a deferral election at least once per year. Unless the Salary Reduction Agreement or other written procedures adopted by the Plan Administrator provide otherwise, a Participant may revoke a deferral election (on a prospective basis) at any time.

6A-8 **AUTOMATIC CONTRIBUTION ARRANGEMENT.** No automatic contribution provisions apply under Section 3.03 of the Plan, unless provided otherwise under this AA §6A-8. *[Note: A governmental Employer's election to include automatic deferral provisions is subject to State and local anti-garnishment and other applicable State and local laws and regulations, which may prohibit an automatic contribution arrangement.]*

- ☐ (a) **Automatic deferral election.** Upon becoming eligible to make Salary Deferrals under the Plan (pursuant to AA §3), a Participant will be deemed to have entered into a Salary Deferral Election for each payroll period, unless the Participant completes a Salary Deferral Election (subject to the limitations under AA §6A-2 and AA §6A-3) in accordance with procedures adopted by the Plan Administrator.
- ☐ (1) **Effective date of Automatic Contribution Arrangement.** The automatic deferral provisions under this AA §6A-8 are effective as of:
- ☐ (i) The Effective Date of this Plan as set forth under the Employer Signature Page.
- ☐ (ii) \_\_\_\_\_ *[insert date no earlier than the Effective Date of this Plan as set forth under the Employer Signature Page.]*
- ☐ (iii) As set forth under a prior Plan document. *[Note: If this subsection (iii) is checked, the automatic deferral provisions under this AA §6A-8 will apply as of the original Effective Date of the automatic contribution arrangement. Unless provided otherwise under this AA §6A-8, an Employee who is automatically enrolled under a prior Plan document will continue to be automatically enrolled under the current Plan document.]*
- ☐ (2) **Automatic Contribution Arrangement.** Check this subsection (2) if the Plan is designated as an Automatic Contribution Arrangement, as described under Section 3.03 of the Plan. *[Note: Unless an election is made under this AA §6A-8 that is inconsistent with the requirements of an Eligible Automatic Contribution Arrangement (EACA), the Automatic Contribution Arrangement will qualify as an EACA, as described in Section 3.03 of the Plan.]*
- ☐ (i) **Automatic deferral percentage.**
- ☐ (A) \_\_\_\_\_ % of Plan Compensation
- ☐ (B) \$ \_\_\_\_\_



- ☐ (ii) **Automatic increase.** If elected under this subsection (ii), the automatic deferral amount will increase each Plan Year by the following amount: (See Section 3.03 of the Plan.)
- ☐ (A) \_\_\_\_% of Plan Compensation
- ☐ (B) \$\_\_\_\_
- ☐ (C) Describe: \_\_\_\_\_
- Any automatic increase elected under this subsection (ii) will not cause the automatic deferral amount to exceed:
- ☐ (D) \_\_\_\_% of Plan Compensation
- ☐ (E) \$\_\_\_\_
- ☐ (F) Describe: \_\_\_\_\_
- ☐ (3) **Application of automatic deferral provisions.** The automatic deferral election under subsection (2), as applicable, will apply to new Participants and existing Participants as set forth under this subsection (3).
- ☐ (i) **New Participants.** The automatic deferral provisions apply to all eligible Participants who do not enter into a Salary Deferral Election (including an election not to defer) and who:
- ☐ (A) become Participants on or after the effective date of the automatic deferral provisions.
- ☐ (B) are hired on or after the effective date of the automatic deferral provisions.
- ☐ (ii) **Current Participants.** The automatic deferral provisions apply to all other eligible Participants as follows:
- ☐ (A) Automatic deferral provisions apply to all current Participants who have not entered into a Salary Deferral Election (including an election not to defer under the Plan).
- ☐ (B) Automatic deferral provisions apply to all current Participants who have not entered into a Salary Deferral Election that is at least equal to the automatic deferral amount under subsection (2)(i), as applicable. Current Participants who have made a Salary Deferral Election that is less than the automatic deferral amount or who have not made a Salary Deferral Election will automatically be increased to the automatic deferral amount unless the Participant enters into a new Salary Deferral election on or after the effective date of the automatic deferral provisions.
- ☐ (C) Automatic deferral provisions do not apply to current Participants. Only new Participants described in subsection (i) are subject to the automatic deferral provisions. [Note: See Section 3.03 of the Plan for the application of this subsection under an EACA.]
- ☐ (D) Describe: \_\_\_\_\_
- ☐ (iii) **Treatment of automatic deferrals.** Any Salary Deferrals made pursuant to an automatic deferral election will be treated as Pre-Tax Deferrals, unless designated otherwise under this subsection (iii).
- ☐ Any Salary Deferrals made pursuant to an automatic deferral election will be treated as Roth Deferrals. [This subsection (iii) may only be checked if Roth Deferrals are permitted under AA §6A-5.]
- [Note: Any Salary Deferral election (including an election not to defer under the Plan) made after the effective date of the automatic deferral provisions will override such automatic deferral provisions.]
- ☐ (4) **Application of automatic increase.** Unless designated otherwise under this subsection (4), if an automatic increase is selected under subsection (2)(ii) above, the automatic increase will take effect as of the first day of the second Plan Year following the Plan Year in which the automatic deferral election first becomes effective with respect to a Participant. (See Section 3.03 of the Plan.)
- ☐ (i) **First Plan Year.** Instead of applying as of the second Plan Year, the automatic increase described in subsection (2)(ii), as applicable, takes effect as of the appropriate date (as designated under subsection (iii) below) within the first Plan Year following the date automatic contributions begin.
- ☐ (ii) **Designated Plan Year.** Instead of applying as of the second Plan Year, the automatic increase described in subsection (2)(ii), as applicable, takes effect as of the appropriate date (as designated under subsection (iii) below) within the Plan Year following the Plan Year in which the automatic deferral election first becomes effective with respect to a Participant.

- ☐ (iii) **Effective date.** The automatic increase described under subsection (2)(ii), as applicable, is generally effective as of the first day of the Plan Year. If this subsection (iii) is checked, instead of becoming effective on the first day of the Plan Year, the automatic increase will be effective on:
- ☐ (A) The anniversary of the Participant's date of hire.
- ☐ (B) The anniversary of the Participant's first automatic deferral contribution.
- ☐ (C) The first day of each calendar year.
- ☐ (D) Other date: \_\_\_\_\_
- ☐ (iv) **Special rules:** \_\_\_\_\_
- ☐ (5) **Treatment of terminated Employees.** Unless designated otherwise under subsection (i) below, a Participant's affirmative election to defer (or to not defer) will cease upon termination of employment. In addition, unless designated otherwise under subsection (ii) below, in applying the automatic deferral provisions under the Plan, a rehired Participant is treated as a new Employee if the Participant is precluded from making automatic deferrals to the Plan for a full Plan Year.
- ☐ (i) **Terminated Employees.** If this subsection (i) is selected, a terminated Participant's affirmative election to defer (or to not defer) will not cease upon termination of employment. Thus, a Participant who entered into an election to defer (or not to defer) prior to termination of employment will not be subject to the automatic deferral provisions upon rehire. (See Section 3.03 of the Plan.)
- ☐ (ii) **Rehired Employees.** If this provision applies, a Participant who is precluded from making automatic deferrals to the Plan for a full Plan Year will not be treated as a new Employee for purposes of applying the automatic deferral provisions under the Plan. Thus, a rehired Participant's minimum deferral percentage will continue to be calculated based on the date the individual first began making automatic deferrals under the Plan.
- ☐ (b) **Permissible Withdrawals under Automatic Contribution Arrangement.**
- ☐ (1) **Permissible withdrawals allowed.** If the Plan satisfies the requirements for an EACA (as set forth in Section 3.03 of the Plan), the permissible withdrawal provisions under Section 3.03 of the Plan apply. Thus, a Participant who receives an automatic deferral may withdraw such contributions (and earnings attributable thereto) within the time period set forth under Section 3.03 of the Plan, without regard to the in-service distribution provisions selected under AA §10-1.
- ☐ (2) **No permissible withdrawals.** Although the Plan contains an automatic deferral election that is designed to satisfy the requirements of an EACA, the permissible withdrawal provisions under this subsection (b) are not available.
- ☐ (3) **Time period for electing a permissible withdrawal.** Instead of a 90-day election period, a Participant must request a permissible withdrawal no later than \_\_\_\_\_ [may not be less than 30 or more than 90] days after the date the Plan Compensation from which such Salary Deferrals are withheld would otherwise have been included in gross income.
- ☐ (c) **Other automatic deferral provisions:** \_\_\_\_\_

**6A-9 SPECIAL DEFERRAL EFFECTIVE DATES.** Unless designated otherwise under this AA §6A-9, a Participant is eligible to make Salary Deferrals under the Plan as of the Effective Date of the Plan (as designated in the Employer Signature Page). However, in no case may a Participant begin making Salary Deferrals prior to the later of the date the Employee becomes a Participant, the date the Participant executes a Salary Reduction Agreement or the date the Plan is adopted or effective.

To designate a later Effective Date for Salary Deferrals or Roth Deferrals, complete this AA §6A-9.

- ☐ (a) **Salary Deferrals.** A Participant is eligible to make Salary Deferrals under the Plan as of:
- ☐ (1) the date the Plan is executed by the Employer (as indicated on the Employer Signature Page).
- ☐ (2) \_\_\_\_\_ (insert date).
- ☐ (b) **Roth Deferrals.** The Roth Deferral provisions under AA §6A-5 are effective as of \_\_\_\_\_. [If Roth Deferrals are permitted under AA §6A-5 above, Roth Deferrals are effective as of the Effective Date applicable to Salary Deferrals under this AA §6A-9, unless a later date is designated under this subsection.]

**6A-10 SPECIAL RULES APPLICABLE TO SALARY DEFERRALS.** The following special rules apply to Salary Deferrals:

[Note: Any special rules must satisfy the applicable requirements for a Governmental Plan under Code §403(b), including the universal availability rule under Code §403(b)(12)(A)(ii).]

**SECTION 6B**  
**MATCHING CONTRIBUTIONS**

6B-1 **MATCHING CONTRIBUTIONS.** Is the Employer authorized to make Matching Contributions under the Plan?

- ☐ Yes.
- ☒ No. [Check this box if there are no Matching Contributions. If "No" is checked, skip to Section 6C.]

6B-2 **MATCHING CONTRIBUTION FORMULA:** For the period designated in AA §6B-5 below, the Employer will make the following Matching Contribution on behalf of Participants who satisfy the allocation conditions under AA §6B-7 below.

[Note: See AA §6B-3 for the definition of Eligible Contributions for purposes of the Matching Contributions under the Plan. If the Plan provides for After-Tax Employee Contributions, also see AA §6C-2 to determine the application of the Matching Contribution formulas to After-Tax Employee Contributions.]

- ☐ (a) **Discretionary match.** The Employer will determine in its sole discretion how much, if any, it will make as a Matching Contribution. Such amount can be determined either as a uniform percentage of deferrals or as a flat dollar amount for each Participant.
- ☐ (b) **Fixed match.** The Employer will make a Matching Contribution for each Participant equal to:
- ☐ (1) \_\_\_\_% of Eligible Contributions made for each period designated in AA §6B-5 below.
- ☐ (2) \$\_\_\_\_ for each period designated in AA §6B-5 below.
- ☐ (3) \_\_\_\_% of Eligible Contributions made for each period designated in AA §6B-5 below. However, to receive the Matching Contribution for a given period, a Participant must contribute Eligible Contributions equal to at least \_\_\_\_% of Plan Compensation for such period.
- ☐ (4) \$\_\_\_\_ for each period designated in AA §6B-5 below. However, to receive the Matching Contribution for a given period, a Participant must contribute Eligible Contributions equal to at least \_\_\_\_% of Plan Compensation for such period.
- ☐ (c) **Outside agreements, contracts or arrangements.**
- ☐ (1) The Matching Contribution will be determined in accordance with any Collective Bargaining Agreement(s) addressing retirement benefits of Collectively Bargained Employees under the Plan.
- ☐ (2) The Matching Contribution will be determined in accordance with any applicable employment contract or other arrangement the Employer has with the Participant(s).
- ☐ (d) **Tiered match.** The Employer will make a Matching Contribution to all Participants based on the following tiers of Eligible Contributions.
- ☐ (1) **Tiers as percentage of Plan Compensation.**

Eligible Contributions	Fixed Match	Discretionary Match
------------------------	-------------	---------------------

- ☐ (i) Up to \_\_\_\_% of Plan Compensation      \_\_\_\_%      ☐

[Note: Employer may add additional tiers.]

- ☐ (2) **Tiers as dollar amounts.**

Eligible Contributions	Fixed Match	Discretionary Match
------------------------	-------------	---------------------

- ☐ (i) Up to \$\_\_\_\_      \_\_\_\_%      ☐

- ☐ (ii) Above \$\_\_\_\_      \_\_\_\_%      ☐

[Note: Employer may add additional tiers.]

- ☐ (c) **Year of Service match.** The Employer will make a Matching Contribution as a uniform percentage of Salary Deferrals to all Participants based on Years of Service with the Employer.

Years of Service	Matching %	Discretionary Match
<input type="checkbox"/> (1) From ___ up to ___ Years of Service	___%	<input type="checkbox"/>
<input type="checkbox"/> (2) From ___ up to ___ Years of Service	___%	<input type="checkbox"/>
<input type="checkbox"/> (3) From ___ up to ___ Years of Service	___%	<input type="checkbox"/>
<input type="checkbox"/> (4) Years of Service equal to and above ___	___%	<input type="checkbox"/>

For this purpose, a Year of Service is each Plan Year during which an Employee completes at least 1,000 Hours of Service. Alternatively, a Year of Service is: \_\_\_\_\_

- ☐ (f) **Different Employee groups.** The Employer may make a different Matching Contribution to the Employee groups designated under subsection (1) below. The Matching Contribution will be allocated separately to each designated Employee group in accordance with the formula designated under subsection (2).

- (1) **Designated Employee groups.**

Group 1: \_\_\_\_\_

- (2) **Matching Contribution formulas.**

- ☐ (i) **Discretionary Matching Contribution.** The Employer may make a different discretionary Matching Contribution for each Employee group designated under subsection (1).
- ☐ (ii) **Different Matching Contribution formula.** The following Matching Contribution will apply for each Employee group designated under subsection (1).

The contribution for each Participant in Group 1 will be: \_\_\_\_\_

- ☐ (g) **Describe special rules for determining allocation formula:** \_\_\_\_\_

[Note: Any special rules must relate solely to determining the allocation formula.]

6B-3 **CONTRIBUTIONS ELIGIBLE FOR MATCHING CONTRIBUTIONS (“ELIGIBLE CONTRIBUTIONS”).** Unless designated otherwise under this AA §6B-3, all Salary Deferrals, including any Roth Deferrals and Catch-Up Contributions, are eligible for the Matching Contributions designated under AA §6B-2.

- ☐ (a) **Matching Contributions.** Only the following contribution sources are eligible for a Matching Contribution under AA §6B-2:

- ☐ (1) Pre-tax Deferrals
- ☐ (2) Roth Deferrals
- ☐ (3) Age 50 Catch-Up Contributions
- ☐ (4) Special Catch-Up Contributions for Qualified Employees of Qualified Employers

[Note: See AA §6C-2 to determine eligibility of After-Tax Employee Contributions for Matching Contributions.]

- ☐ (b) **Application of Matching Contributions to elective deferrals made under another plan maintained by the Employer.** If this subsection is checked, the Matching Contributions described in AA §6B-2 will apply to elective deferrals made under another plan maintained by the Employer.

- ☐ (1) The Matching Contribution designated in AA §6B-2 above will apply to elective deferrals under the following plan maintained by the Employer: \_\_\_\_\_
- ☐ (2) The following special rules apply in determining the amount of Matching Contributions under this Plan with respect to elective deferrals under the plan described in subsection (1): \_\_\_\_\_

[Note: This subsection may be used to describe special provisions applicable to Matching Contributions provided with respect to elective deferrals under another plan maintained by the Employer, including another Code §403(b) plan, a Code §401(a) plan or a Code §457(b) plan.]

- ☐ (c) **Special rules.** The following special rules apply for purposes of determining the Matching Contribution under this AA §6B-3: \_\_\_\_\_

*[Note: If contribution sources are limited for only certain Matching Contributions, those limitations may be described under this subsection.]*

**6B-4 LIMITS ON MATCHING CONTRIBUTIONS.** In applying the Matching Contribution formula(s) selected under AA §6B-2 above, all Eligible Contributions are eligible for Matching Contributions, unless elected otherwise under this AA §6B-4. [See AA §6C-2 for any limits that apply with respect to After-Tax Employee Contributions.]

- ☐ (a) **Limit on the amount of Eligible Contributions.** The Matching Contribution formula(s) selected in AA §6B-2 above apply only to Eligible Contributions that do not exceed:

- ☐ (1) \_\_\_\_ % of Plan Compensation.  
☐ (2) \$\_\_\_\_.  
☐ (3) A discretionary amount determined by the Employer.

*[Note: If both (1) and (2) are selected, the limit under this subsection is the lesser of the percentage selected in subsection (1) or the dollar amount selected in subsection (2).]*

- ☐ (b) **Limit on Matching Contributions.** The total Matching Contribution provided under the formula(s) selected in AA §6B-2 above will not exceed:

- ☐ (1) \_\_\_\_ % of Plan Compensation.  
☐ (2) \$\_\_\_\_.  
☐ (3) Describe: \_\_\_\_\_

- ☐ (c) **Application of limits.** The limits identified under this AA §6B-4 do not apply to the following Matching Contribution formula(s):

- ☐ (1) Any limit on the amount of Eligible Contributions does not apply to:
- ☐ (i) Discretionary match
  - ☐ (ii) Fixed match
  - ☐ (iii) Tiered match
  - ☐ (iv) Year of Service match
  - ☐ (v) Employee group match

- ☐ (2) Any limit on Matching Contributions does not apply to:
- ☐ (i) Discretionary match
  - ☐ (ii) Fixed match
  - ☐ (iii) Tiered match
  - ☐ (iv) Year of Service match
  - ☐ (v) Employee group match

- ☐ (d) **Special limits applicable to Matching Contributions:** \_\_\_\_\_

**6B-5 PERIOD FOR DETERMINING MATCHING CONTRIBUTIONS.** The Matching Contribution formula(s) selected in AA §6B-2 above (including any limitations on such amounts under AA §6B-4) are based on Eligible Contributions and Plan Compensation for the Plan Year. To apply a different period for determining the Matching Contributions and limits under AA §6B-2 and AA §6B-4, complete this AA §6B-5.

- ☐ (a) payroll period  
☐ (b) Plan Year quarter  
☐ (c) calendar month  
☐ (d) Other: \_\_\_\_\_

*[Note: Although Matching Contributions (and any limits on those Matching Contributions) will be determined on the basis of the period designated under this AA §6B-5, this does not require the Employer to actually make contributions or allocate contributions on the basis of such period. Matching Contributions may be contributed and allocated to Participants at any time within the contribution period permitted under Treas. Reg. §1.415-6, regardless of the period selected under this AA §6B-5. Any alternative period designated under this AA §6B-5 may not exceed a 12-month period and will apply uniformly to all Participants.]*

*[Note: In determining the amount of Matching Contributions for a particular period, if the Employer actually makes Matching Contributions to the Plan on a more frequent basis than the period selected in this AA §6B-5, a Participant will be entitled to a true-up contribution to the extent he/she does not receive a Matching Contribution based on the Eligible Contributions and/or Plan Compensation for the entire period selected in this AA §6B-5. If a period other than the Plan Year is selected under this AA*

*§6B-5, the Employer may make an additional discretionary Matching Contribution equal to the true-up contribution that would otherwise be required if Plan Year was selected under this AA §6B-5. (See Section 3.04(c) of the Plan.)*

6B-6 **ACP TESTING.** The ACP Test does NOT apply to this Governmental Plan.

6B-7 **ALLOCATION CONDITIONS.** A Participant must satisfy any allocation conditions designated under this AA §6B-7 to receive an allocation of Matching Contributions under the Plan.

*[Note: See AA §4-5 for treatment of service with Predecessor Employers for purposes of applying the allocation conditions under this AA §6B-7.]*

- ☐ (a) **No allocation conditions** apply with respect to Matching Contributions under the Plan.
- ☐ (b) **Employment condition.** An Employee must be employed with the Employer on the last day of the Plan Year.
- ☐ (c) **Minimum service condition.** An Employee must be credited with at least:
- ☐ (1) \_\_\_\_\_ Hours of Service during the Plan Year.
- ☐ (i) Hours of Service are determined using actual Hours of Service.
- ☐ (ii) Hours of Service are determined using the following Equivalency Method (as defined under AA §4-3(d)):
- ☐ (A) Monthly ☐ (B) Weekly
- ☐ (C) Daily ☐ (D) Semi-monthly
- ☐ (2) \_\_\_\_\_ consecutive days of employment with the Employer during the Plan Year.
- ☐ (d) **Application to a specified period.** The allocation conditions selected under this AA §6B-7 apply on the basis of the Plan Year. Alternatively, if an employment or minimum service condition applies under this AA §6B-7, the Employer may elect under this subsection to apply the allocation conditions on a periodic basis as set forth below. (See Section 3.06(a) of the Plan for a description of the rules for applying the allocation conditions on a periodic basis.)
- ☐ (1) **Period for applying allocation conditions.** Instead of the Plan Year, the allocation conditions set forth under subsection (2) below apply with respect to the following periods:
- ☐ (i) Plan Year quarter
- ☐ (ii) calendar month
- ☐ (iii) payroll period
- ☐ (iv) Other: \_\_\_\_\_
- ☐ (2) **Application to allocation conditions.** To the extent an employment or minimum service allocation condition applies under this AA §6B-7, such allocation condition will apply based on the period selected under subsection (1) above, unless designated otherwise below:
- ☐ (i) Only the employment condition will be based on the period selected in subsection (1) above.
- ☐ (ii) Only the minimum service condition will be based on the period selected in subsection (1) above.
- ☐ (iii) Describe any special rules: \_\_\_\_\_
- [Note: Any special rules under subsection (iii) must relate solely to the application of the allocation conditions.]*
- ☐ (e) **Exceptions.**
- ☐ (1) The above allocation condition(s) will **not** apply if the Employee:
- ☐ (i) dies during the Plan Year.
- ☐ (ii) terminates employment as a result of becoming Disabled.
- ☐ (iii) terminates employment after attaining Normal Retirement Age.
- ☐ (iv) terminates employment after attaining Early Retirement Age.
- ☐ (v) is on an authorized leave of absence from the Employer.
- ☐ (2) The exceptions selected under subsection (1) will apply even if an Employee has not terminated employment at the time of the selected event(s).

- ☐ (3) The exceptions selected under subsection (1) do not apply to:
- ☐ (i) an employment condition designated under this AA §6B-7.
  - ☐ (ii) a minimum service condition designated under this AA §6B-7.
  - ☐ (iii) the following Matching Contributions:
    - ☐ (A) Discretionary match
    - ☐ (B) Fixed match
    - ☐ (C) Tiered match
    - ☐ (D) Year of Service match
    - ☐ (E) Employee group match

- ☐ (f) Describe any special rules governing the allocation conditions under the Plan: \_\_\_\_\_

*[Note: Any special rules must relate solely to the allocation conditions.]*

6B-8 **SPECIAL RULES APPLICABLE TO MATCHING CONTRIBUTIONS.** The following special rules apply to Matching Contributions:

\_\_\_\_\_

<b>SECTION 6C</b> <b>AFTER-TAX EMPLOYEE CONTRIBUTIONS</b>
--

6C-1 **AFTER-TAX EMPLOYEE CONTRIBUTIONS.** Participants may not make After-Tax Employee Contributions under the Plan, unless elected under this AA §6C:

- ☐ (a) Participants may make After-Tax Employee Contributions to the Plan.

6C-2 **AFTER-TAX EMPLOYEE CONTRIBUTIONS.** If After-Tax Employee Contributions are authorized under AA §6C-1, a Participant may contribute any amount as After-Tax Employee Contributions up to the Code §415 Limitation (as defined in Section 5.03 of the Plan), except as limited under this AA §6C-2.

- ☐ (a) **Eligibility for After-Tax Contributions.** If authorized under AA §6C-1, all Eligible Participants may make After-Tax Employee Contributions, except the following: \_\_\_\_\_

*[Note: Any exclusion of Eligible Participants must satisfy applicable rules under Code §403(b) and must be definitely determinable.]*

- ☐ (b) **Limits on After-Tax Employee Contributions.** If this subsection is checked, the following limits apply to After-Tax Employee Contributions:

- ☐ (1) **Maximum limit.** A Participant may make After-Tax Employee Contributions up to:

☐ (i) \_\_\_\_% of Plan Compensation

☐ (ii) \$\_\_\_\_

for the following period:

☐ (iii) the entire Plan Year.

☐ (iv) the portion of the Plan Year during which the Employee is eligible to participate.

☐ (v) each separate payroll period during which the Employee is eligible to participate.

- ☐ (2) **Minimum limit.** The amount of After-Tax Employee Contributions a Participant may make for any payroll period may not be less than:

☐ (i) \_\_\_\_% of Plan Compensation.

☐ (ii) \$\_\_\_\_.

- ☐ (c) **Eligibility for Matching Contributions.** Unless designated otherwise under this subsection, After-Tax Employee Contributions will **not** be eligible for Matching Contributions under the Plan.
- ☐ (1) After-Tax Employee Contributions are eligible for the following Matching Contributions under the Plan:
- ☐ (i) All Matching Contributions elected under AA §6B.
- ☐ (ii) All Matching Contributions designated under AA §6B-2, except for the following Matching Contributions: \_\_\_\_\_
- ☐ (2) The Matching Contribution formula only applies to After-Tax Employee Contributions that do not exceed:
- ☐ (i) \_\_\_\_% of Plan Compensation.
- ☐ (ii) \$\_\_\_\_.
- ☐ (iii) A discretionary amount determined by the Employer.
- (d) **Change or revocation of After-Tax Employee Contributions.** In addition to the Participant's Entry Date under the Plan, a Participant's election to change or resume an after-tax election will be effective as set forth under the After-Tax Contributions election form or other written procedures adopted by the Plan Administrator. A Participant must be permitted to change or revoke an after-tax election at least once per year. Unless the After-Tax Contributions election form or other written procedures adopted by the Plan Administrator provide otherwise, a Participant may revoke an after-tax election (on a prospective basis) at any time.
- ☐ (e) **Describe special rules applicable to After-Tax Employee Contributions:** \_\_\_\_\_
- [Note: Any special rules must satisfy the requirements of Code §403(b).]

#### SECTION 7 RETIREMENT AGES

- 7-1 **NORMAL RETIREMENT AGE:** Normal Retirement Age under the Plan is:
- ☐ (a) Age \_\_\_\_ (not to exceed 65).
- ☐ (b) The later of age \_\_\_\_ (not to exceed 65) or the \_\_\_\_ (not to exceed 5<sup>th</sup>) anniversary of the Employee's:
- ☐ (1) Participation commencement date.
- ☐ (2) Employment date.
- ☒ (c) Describe Normal Retirement Age: No retirement age is specified.
- 7-2 **EARLY RETIREMENT AGE:** Unless designated otherwise under this AA §7-2, there is no Early Retirement Age under the Plan.
- ☐ (a) A Participant reaches Early Retirement Age if he/she is still employed after attainment of each of the following:
- ☐ (1) Attainment of age \_\_\_\_.
- ☐ (2) The \_\_\_\_ anniversary of the date the Employee commenced participation in the Plan, and/or
- ☐ (3) The completion of \_\_\_\_ Years of Service, determined as follows:
- ☐ (i) Same as for eligibility.
- ☐ (ii) Same as for vesting.
- ☐ (b) Describe: \_\_\_\_\_

#### SECTION 8 VESTING AND FORFEITURES

- 8-1 **CONTRIBUTIONS SUBJECT TO VESTING.** Does the Plan provide for Employer Contributions under AA §6 or Matching Contributions under AA §6B that are subject to vesting?
- ☒ Yes
- ☐ No [If "No" is checked, skip to Section 9.]



[Note: "Yes" should be checked under this AA §8-1 if the Plan provides for Employer Contributions and/or Matching Contributions that are subject to a vesting schedule, even if such contributions are always 100% vested under AA §8-2. "No" should be checked if the only contributions under the Plan are Salary Deferrals, and/or After-Tax Employee Contributions.]

- 8-2 **VESTING SCHEDULE.** The vesting schedule under the Plan is as follows for both Employer Contributions and Matching Contributions, to the extent authorized under AA §6 and AA §6B. (See Section 7.02 of the Plan for a description of the various vesting schedules under this AA §8-2.)

☒ (a) **Vesting schedule for Employer Contributions and Matching Contributions:**

**ER      Match**

- ☒      ☐      (1) Full and immediate vesting  
☐      ☐      (2) 3-year cliff vesting schedule  
☐      ☐      (3) 5-year graded vesting schedule  
☐      ☐      (4) 6-year graded vesting schedule  
☐      ☐      (5) Modified vesting schedule

\_\_\_\_\_ % after 1 Year of Service  
\_\_\_\_\_ % after 2 Years of Service  
\_\_\_\_\_ % after 3 Years of Service  
\_\_\_\_\_ % after 4 Years of Service  
\_\_\_\_\_ % after 5 Years of Service  
\_\_\_\_\_ % after 6 Years of Service  
\_\_\_\_\_ % after 7 Years of Service  
\_\_\_\_\_ % after 8 Years of Service  
\_\_\_\_\_ % after 9 Years of Service  
\_\_\_\_\_ % after 10 Years of Service

- ☐      (6) Describe additional modifications to vesting schedule applicable to Employer Contributions: \_\_\_\_  
☐      (7) Describe additional modifications vesting schedule applicable to Matching Contributions: \_\_\_\_

[Note: If a modified vesting schedule is selected under this subsection (a), the vested schedule must satisfy the pre-ERISA Code vesting requirements.]

☐ (b) **Special provisions applicable to vesting schedule:** \_\_\_\_\_

[Note: Any special provision must satisfy the pre-ERISA Code vesting requirements.]

- 8-3 **VESTING SERVICE.** In applying the vesting schedules under this AA §8, all service with the Employer counts for vesting purposes, unless designated otherwise under this AA §8-3.

- ☐ (a) Service before the original Effective Date of this Plan (or a Predecessor Plan) is excluded.  
☐ (b) Service completed before the Employee's \_\_\_\_\_ (not to exceed 18th) birthday is excluded.  
☐ (c) Describe special rules for vesting service: \_\_\_\_\_

- 8-4 **VESTING UPON DEATH, DISABILITY OR EARLY RETIREMENT AGE.** An Employee's vesting percentage increases to 100% if the Employee:

- ☐ (a) dies while employed with the Employer  
☐ (b) terminates employment due to becoming Disabled  
☐ (c) reaches Early Retirement Age while employed with the Employer  
☐ (d) N/A. No vesting increase applies.

[Note: This AA §8-4(d) should not be completed if the Plan provides for 100% vesting for all contribution sources.]

8-5 **DEFAULT VESTING RULES.** In applying the vesting requirements under this AA §8, the following default rules apply. *[Note: No election should be made under this AA §8-5 if all contributions are 100% vested.]*

- **Year of Service.** An Employee earns a Year of Service for vesting purposes upon completing 1,000 Hours of Service during a Vesting Computation Period. Hours of Service are calculated based on actual hours worked during the Vesting Computation Period. (See Section 1.68 of the Plan for the definition of Hours of Service.)
- **Vesting Computation Period.** The Vesting Computation Period is the Plan Year.
- **Break in Service Rules.** The Nonvested Participant Break in Service rule and One-Year Break in Service rules do NOT apply.

To override the default vesting rules, complete the applicable sections of this AA §8-5. If this AA §8-5 is not completed, the default vesting rules apply.

ER	Match	
<input type="checkbox"/>	<input type="checkbox"/>	(a) <b>Year of Service.</b> Instead of 1,000 Hours of Service, an Employee earns a Year of Service upon the completion of ____ Hours of Service during a Vesting Computation Period.
<input type="checkbox"/>	<input type="checkbox"/>	(b) <b>Vesting Computation Period.</b> Instead of the Plan Year: <ul style="list-style-type: none"> <li><input type="checkbox"/> (1) The Plan will use Anniversary Years for all Vesting Computation Periods.</li> <li><input type="checkbox"/> (2) Describe: _____</li> </ul> <i>[Note: Any Vesting Computation Period described in (2) must be a 12-consecutive month period and must apply uniformly to all Participants.]</i>
<input type="checkbox"/>	<input type="checkbox"/>	(c) <b>Elapsed Time Method.</b> Instead of determining vesting service based on actual Hours of Service, vesting service will be determined under the Elapsed Time Method. If this subsection is checked, service will be measured from the Employee's employment commencement date (or reemployment commencement date, if applicable) without regard to the Vesting Computation Period designated in Section 7.04 of the Plan.
<input type="checkbox"/>	<input type="checkbox"/>	(d) <b>Equivalency Method.</b> For purposes of determining an Employee's Hours of Service for vesting, the Plan will use the Equivalency Method (as defined in Section 7.03(a)(2) of the Plan). The Equivalency Method will apply to: <ul style="list-style-type: none"> <li><input type="checkbox"/> (1) All Employees.</li> <li><input type="checkbox"/> (2) Only to Employees for whom the Employer does not maintain hourly records. For Employees for whom the Employer maintains hourly records, vesting will be determined based on actual hours worked.</li> </ul> <p>Hours of Service for vesting will be determined under the following Equivalency Method:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> (3) <b>Monthly.</b> 190 Hours of Service for each month worked.</li> <li><input type="checkbox"/> (4) <b>Weekly.</b> 45 Hours of Service for each week worked.</li> <li><input type="checkbox"/> (5) <b>Daily.</b> 10 Hours of Service for each day worked.</li> <li><input type="checkbox"/> (6) <b>Semi-monthly.</b> 95 Hours of Service for each semi-monthly period.</li> </ul>
<input type="checkbox"/>	<input type="checkbox"/>	(e) <b>Nonvested Participant Break in Service rule applies.</b> Service earned prior to a Nonvested Participant Break in Service will be disregarded in applying the vesting rules. (See Section 7.07(c) of the Plan.) <ul style="list-style-type: none"> <li><input type="checkbox"/> The Nonvested Participant Break in Service rule applies to all Employees, including Employees who have not terminated employment.</li> </ul>
<input type="checkbox"/>	<input type="checkbox"/>	(f) <b>One-Year Break in Service rule applies.</b> The One-Year Break in Service rule (as defined in Section 7.07(b) of the Plan) applies to temporarily disregard an Employee's service earned prior to a one-year Break in Service. <ul style="list-style-type: none"> <li><input type="checkbox"/> The One-Year Break in Service rule applies to all Employees, including Employees who have not terminated employment.</li> </ul>
<input type="checkbox"/>	<input type="checkbox"/>	(g) <b>Special rules:</b> _____

8-6 ALLOCATION OF FORFEITURES.

The Employer may decide in its discretion how to treat forfeitures under the Plan. Alternatively, the Employer may designate under this AA §8-6 how forfeitures occurring during a Plan Year will be treated.

- | ER                                  | Match                    |  |
|-------------------------------------|--------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | (a) N/A. All contributions are 100% vested. <i>[Do not complete the rest of this AA §8-6.]</i> |
| <input type="checkbox"/>            | <input type="checkbox"/> | (b) Reallocated as additional Employer Contributions or as additional Matching Contributions.  |
| <input type="checkbox"/>            | <input type="checkbox"/> | (c) Used to reduce Employer and/or Matching Contributions.                                     |

For purposes of subsection (b) or (c), forfeitures will be applied:

- |                          |                          |   |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | (d) for the Plan Year in which the forfeiture occurs.                         |
| <input type="checkbox"/> | <input type="checkbox"/> | (e) for the Plan Year following the Plan Year in which the forfeitures occur. |

Prior to applying forfeitures under subsection (b) or (c):

- |                          |                          |   |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | (f) Forfeitures may be used to pay Plan expenses.     |
| <input type="checkbox"/> | <input type="checkbox"/> | (g) Forfeitures may not be used to pay Plan expenses. |

In determining the amount of forfeitures to be allocated under subsection (b), the same allocation conditions apply as for the source for which the forfeiture is being allocated under AA §6-7 or AA §6B-7, unless designated otherwise below:

- |                          |                          |   |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | (h) Forfeitures are not subject to any allocation conditions.                       |
| <input type="checkbox"/> | <input type="checkbox"/> | (i) Forfeitures are subject to a last day of employment allocation condition.       |
| <input type="checkbox"/> | <input type="checkbox"/> | (j) Forfeitures are subject to a ____ Hours of Service minimum service requirement. |

In determining the treatment of forfeitures under this AA §8-6, the following special rules apply:

- |                          |                          |  |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | (k) Describe: _____<br><i>[Note: Any language added under this subsection (k) must relate solely to the treatment of forfeitures.]</i> |
|--------------------------|--------------------------|--|

8-7 SPECIAL RULES REGARDING CASH-OUT DISTRIBUTIONS.

- (a) **Additional allocations.** If a terminated Participant receives a complete distribution of his/her vested Account Balance while still entitled to an additional allocation, the Cash-Out Distribution forfeiture provisions do not apply until the Participant receives a distribution of the additional amounts to be allocated.

To modify the default Cash-Out Distribution forfeiture rules, complete this AA §8-7(a).

- ☐ The Cash-Out Distribution forfeiture provisions will apply if a terminated Participant takes a complete distribution, regardless of any additional allocations during the Plan Year.

- (b) **Timing of forfeitures.** A Participant who receives a Cash-Out Distribution (as defined in Section 7.09(a) of the Plan) is treated as having an immediate forfeiture of his/her nonvested Account Balance.

To modify the forfeiture timing rules to delay the occurrence of a forfeiture upon a Cash-Out Distribution, complete this AA §8-7(b).

- ☐ A forfeiture will occur upon the completion of \_\_\_\_ consecutive Breaks in Service (as defined in Section 7.07(a) of the Plan).

**SECTION 9**  
**DISTRIBUTION PROVISIONS – TERMINATION OF EMPLOYMENT**

9-1 AVAILABLE FORMS OF DISTRIBUTION.

**Lump sum distribution.** A Participant may take a distribution of his/her entire vested Account Balance in a single lump sum upon termination of employment. The Plan Administrator may, in its discretion, permit Participants to take distributions of less than their entire vested Account Balance provided, if the Plan Administrator permits multiple distributions, all Participants are allowed to take multiple distributions upon termination of employment. In addition, the Plan Administrator may permit a Participant to take partial distributions or installment distributions solely to the extent necessary to satisfy the required minimum distribution rules under Section 8 of the Plan.

**Additional distribution options.** To provide for additional distribution options, check the applicable distribution forms under this AA §9-1.

- ☒ (a) **Installment distributions.** A Participant may take a distribution over a specified period not to exceed the life or life expectancy of the Participant (and a designated beneficiary).
- ☒ (b) **Annuity distributions.** A Participant may elect to have the Plan Administrator use the Participant's vested Account Balance to purchase an annuity as described in Section 8.02 of the Plan.
- ☒ (c) **Describe distribution options:** A Participant may take partial distributions of less than their entire vested Account Balance.

*[Note: Any additional distribution options may not be subject to the discretion of the Employer or Plan Administrator.]*

## 9-2 PARTICIPANT AND SPOUSAL CONSENT.

- ☒ (a) **Participant consent.** Unless otherwise provided under the applicable Investment Arrangement, applicable law or as selected below, a Participant who terminates employment with a vested Account Balance less than the Involuntary Cash-Out Distribution threshold amount designated below will receive an Involuntary Cash-Out Distribution. If no amount is selected below, no Participant consent is required for a distribution if a Participant has a Termination of Employment.
  - ☒ (1) **Involuntary Cash-Out Distribution threshold.** A terminated Participant will receive an Involuntary Cash-Out Distribution only if the Participant's vested Account Balance is less than or equal to \$0 (the amount may exceed \$5,000, including designating the entire vested Account Balance.)
  - ☐ (2) **Distribution upon attainment of stated age.** Participant consent will not be required with respect to distributions made upon attainment of Normal Retirement Age (or age 62, if later), regardless of the value of the Participant's vested Account Balance.
- ☐ (b) **Spousal consent.** Spousal consent is not required for a Participant to receive a distribution or to name an alternate beneficiary, unless designated otherwise under this subsection (b). (See Section 9 of the Plan for rules regarding Spousal consent under the Plan.)
  - ☐ (1) **Distribution consent.** A Participant's Spouse must consent to any distribution, provided the Participant's vested Account Balance exceeds \$\_\_\_\_\_.
  - ☐ (2) **Beneficiary consent.** A Participant's Spouse must consent to naming someone other than the Spouse as beneficiary under the Plan.
- ☒ (c) **Describe any special rules affecting Participant or Spousal consent:** Involuntary Cash-out Distributions are not permitted. Participant consent is required for a distribution if a Participant has a termination of employment.

*[Note: Any special rules under subsection (c) must be definitely determinable.]*

## 9-3 TIMING OF DISTRIBUTIONS UPON TERMINATION OF EMPLOYMENT.

- (a) **Distribution of vested Account Balances exceeding \$5,000.** A Participant who terminates employment with a vested Account Balance exceeding \$5,000 may receive a distribution of his/her vested Account Balance in any form permitted under AA §9-1 within a reasonable period following:
  - ☒ (1) the date the Participant terminates employment.
  - ☐ (2) the last day of the Plan Year during which the Participant terminates employment.
  - ☐ (3) the first Valuation Date following the Participant's termination of employment.
  - ☐ (4) the completion of \_\_\_\_ Breaks in Service.
  - ☐ (5) the end of the calendar quarter following the date the Participant terminates employment.
  - ☐ (6) attainment of Normal Retirement Age, death or becoming Disabled.
  - ☐ (7) Describe: \_\_\_\_\_

*[Note: Any distribution event under this subsection (a) will apply uniformly to all Participants under the Plan and may not be subject to the discretion of the Employer or Plan Administrator.]*
- (b) **Distribution of vested Account Balances not exceeding \$5,000.** A Participant who terminates employment with a vested Account Balance that does not exceed \$5,000 may receive a lump sum distribution of his/her vested Account Balance within a reasonable period following:
  - ☒ (1) the date the Participant terminates employment.

- ☐ (2) the last day of the Plan Year during which the Participant terminates employment.
- ☐ (3) the first Valuation Date following the Participant's termination of employment.
- ☐ (4) the end of the calendar quarter following the date the Participant terminates employment.
- ☐ (5) Describe: \_\_\_\_\_

*[Note: Any distribution event under this subsection (b) will apply uniformly to all Participants under the Plan and may not be subject to the discretion of the Employer or Plan Administrator.]*

9-4 **DISTRIBUTION UPON DISABILITY.** Unless designated otherwise under this AA §9-4, a Participant who terminates employment on account of becoming Disabled may receive a distribution of his/her vested Account Balance in the same manner as a regular distribution upon termination.

(a) **Termination of Disabled Employee.**

- ☐ (1) **Immediate distribution.** Distribution will be made as soon as reasonable following the date the Participant terminates on account of becoming Disabled.
- ☐ (2) **Following year.** Distribution will be made as soon as reasonable following the last day of the Plan Year during which the Participant terminates on account of becoming Disabled.
- ☐ (3) **Describe:** \_\_\_\_\_

*[Note: Any distribution event described in subsection (3) will apply uniformly to all Participants under the Plan and may not be subject to the discretion of the Employer or Plan Administrator.]*

(b) **Definition of Disabled.** A Participant is treated as Disabled if such Participant satisfies the conditions in Section 1.37 of the Plan.

To override this default definition, check below to select an alternative definition of Disabled to be used under the Plan.

- ☒ (1) The definition of Disabled is the same as defined in the Employer's Disability Insurance Plan.
- ☐ (2) The definition of Disabled is the same as defined under Section 223(d) of the Social Security Act for purposes of determining eligibility for Social Security benefits.
- ☐ (3) Alternative definition of Disabled: \_\_\_\_\_

*[Note: Any alternative definition must relate solely to the definition of Disabled.]*

9-5 **DETERMINATION OF BENEFICIARY.**

(a) **Default beneficiaries.** Unless elected otherwise under this subsection (a) or set forth otherwise under a governing Investment Arrangement, the default beneficiaries described under Section 8.08(c) of the Plan are the Participant's surviving Spouse, the Participant's surviving children, and the Participant's estate.

- ☐ If this subsection (a) is checked, the default beneficiaries under Section 8.08(c) of the Plan are modified as follows: \_\_\_\_\_

(b) **One-year marriage rule.** For purposes of determining whether an individual is considered the surviving Spouse of the Participant, the determination is based on the marital status as of the date of the Participant's death, unless designated otherwise under this subsection (b).

- ☐ If this subsection (b) is checked, in order to be considered the surviving Spouse, the Participant and surviving Spouse must have been married for the entire one-year period ending on the date of the Participant's death. If the Participant and surviving Spouse are not married for at least one year as of the date of the Participant's death, the Spouse will not be treated as the surviving Spouse for purposes of applying the distribution provisions of the Plan.

(c) **Divorce of Spouse.** Unless elected otherwise under this subsection (c), if a Participant designates his/her Spouse as Beneficiary and subsequent to such Beneficiary designation, the Participant and Spouse are divorced, the designation of the Spouse as Beneficiary under the Plan is automatically rescinded as set forth under Section 8.08(c)(6) of the Plan.

- ☐ If this subsection (c) is checked, a Beneficiary designation will not be rescinded upon divorce of the Participant and Spouse.

*[Note: Section 8.08(c)(6) of the Plan and this subsection (c) will be subject to the provisions of a Beneficiary designation entered into by the Participant. Thus, if a Beneficiary designation specifically overrides the election under this subsection (c), the provisions of the Beneficiary designation will control. See Section 8.08(c)(6) of the Plan.]*

**SECTION 10**  
**IN-SERVICE DISTRIBUTIONS**

10-1 **AVAILABILITY OF IN-SERVICE DISTRIBUTIONS.** A Participant may withdraw all or any portion of his/her vested Account Balance, to the extent designated, upon the occurrence of any of the event(s) selected under this AA §10-1. If more than one option is selected for a particular contribution source under this AA §10-1, a Participant may take an in-service distribution upon the occurrence of any of the selected events, unless designated otherwise under this AA §10-1.

Deferral	Match	ER	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(a) No in-service distributions are permitted.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(b) Attainment of age 59½. <i>[If age is earlier than 59½, such age is deemed to be age 59½ for Salary Deferrals and for amounts held in a Custodial Account.]</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(c) A Hardship (that satisfies the safe harbor rules under Section 8.09(e)(1) of the Plan).
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(d) A non-safe harbor Hardship described in Section 8.09(e)(2) of the Plan. <i>[Note: Not applicable to amounts attributable to Matching Contributions and Employer Contributions held in a Custodial Account.]</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(e) Attainment of Normal Retirement Age. <i>[If Normal Retirement Age is earlier than age 59½, such age is deemed to be age 59½ for Salary Deferrals and for amounts held in a Custodial Account.]</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(f) Attainment of Early Retirement Age. <i>[If Early Retirement Age is earlier than age 59½, such age is deemed to be age 59½ for Salary Deferrals and for amounts held in a Custodial Account.]</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(g) Upon a Participant becoming Disabled.
<input checked="" type="checkbox"/>	N/A	N/A	(h) As a Qualified Reservist Distribution as defined under Section 8.09(d) of the Plan.
N/A	<input type="checkbox"/>	<input type="checkbox"/>	(i) Completion of ____ months of service. <i>[This election is not available with respect to amounts held in a Custodial Account.]</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(j) Describe: <u>In-service distributions from Pre-1989 403(b) annuity accumulations attributable to Employee Elective Deferrals are available at any time.</u>

*[Note: Unless designated otherwise under (j), any selection(s) in the Deferral column also apply to Roth Contributions. Distributions from a Participant's Salary Deferral Account may not be made before the earliest of the time a Participant has a Severance from Employment, dies, has a Hardship, becomes Disabled or attains age 59½. Distributions from a Participant's Custodial Account may not be made before the earliest of the time a Participant has a Severance from Employment, dies, becomes Disabled or attains age 59½. Elections under the ER column also apply to Mandatory Contributions, unless otherwise provided in (j).]*

10-2 **APPLICATION TO OTHER CONTRIBUTION SOURCES.** If the Plan allows for Rollover Contributions under AA §C-2 or After-Tax Employee Contributions under AA §6C, unless elected otherwise under this AA §10-2, a Participant may take an in-service distribution from his/her Rollover Account and After-Tax Employee Contribution Account at any time.

Alternatively, if this AA §10-2 is completed, the following in-service distribution provisions apply for Rollover Contributions, and/or After-Tax Employee Contributions:

Rollover	After-Tax	
<input type="checkbox"/>	<input type="checkbox"/>	(a) No in-service distributions are permitted.
<input type="checkbox"/>	<input type="checkbox"/>	(b) Attainment of age ____.
<input type="checkbox"/>	<input type="checkbox"/>	(c) A Hardship (that satisfies the safe harbor rules under Section 8.09(e)(1) of the Plan).
<input type="checkbox"/>	<input type="checkbox"/>	(d) A non-safe harbor Hardship described in Section 8.09(e)(2) of the Plan.

Rollover	After-Tax	
<input type="checkbox"/>	<input type="checkbox"/>	(e) Attainment of Normal Retirement Age.
<input type="checkbox"/>	<input type="checkbox"/>	(f) Attainment of Early Retirement Age.
<input type="checkbox"/>	<input type="checkbox"/>	(g) Upon a Participant becoming Disabled.
<input type="checkbox"/>	<input type="checkbox"/>	(h) Completion of ____ months of service.
<input type="checkbox"/>	<input type="checkbox"/>	(i) Describe: _____

**10-3 SPECIAL DISTRIBUTION RULES.** No special distribution rules apply, unless specifically provided under this AA §10-3.

- ☐ (a) In-service distributions will only be permitted if the Participant is 100% vested in the source from which the withdrawal is taken.
- ☐ (b) A Participant may take no more than \_\_\_\_ in-service distribution(s) in a Plan Year.
- ☐ (c) A Participant may not take an in-service distribution of less than \$\_\_\_\_.
- ☐ (d) A Participant may not take an in-service distribution of more than \$\_\_\_\_.
- ☐ (e) Unless elected otherwise under this subsection, the hardship distribution provisions of the Plan are not expanded to cover primary beneficiaries as set forth in Section 8.09(e)(4) of the Plan. If this subsection is checked, the hardship provisions of the Plan will apply with respect to individuals named as primary beneficiaries under the Plan.
- ☐ (f) In determining whether a Participant has an immediate and heavy financial need for purposes of applying the non-safe harbor Hardship provisions under Section 8.09(e)(2) of the Plan, the following modifications are made to the permissible events listed under Section 8.09(e)(1)(i) of the Plan: \_\_\_\_\_
- [Note: This subsection may only be used to the extent a non-safe harbor Hardship distribution is authorized under AA §10-1 or AA §10-2.]*
- ☒ (g) Other distribution rules: The Plan does not permit distributions pursuant to the HEART Act on account of "deemed" severance of employment as described under section 8.03(b)(b) of the Plan.
- [Note: This subsection may be used to apply the limitations under this AA §10-3 only to specific in-service distribution options (e.g., hardship distributions).]*

**SECTION 11  
MISCELLANEOUS PROVISIONS**

**11-1 PLAN VALUATION.** The Plan is valued annually, as of the last day of the Plan Year.

- ☒ (a) **Additional valuation dates.** In addition, the Plan will be valued on the following dates:

Deferral	Match	ER	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(1) <b>Daily.</b> The Plan is valued at the end of each business day during which the New York Stock Exchange is open.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(2) <b>Monthly.</b> The Plan is valued at the end of each month of the Plan Year.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(3) <b>Quarterly.</b> The Plan is valued at the end of each Plan Year quarter.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(4) <b>Describe:</b> _____

*[Note: The Employer may elect operationally to perform interim valuations.]*

- ☐ (b) **Special rules.** The following special rules apply in determining the amount of income or loss allocated to Participants' Accounts, including describing rules for different investment options: \_\_\_\_\_

- 11-2 **SPECIAL RULES FOR APPLYING THE CODE §415 LIMITATION.** The provisions under Section 5.03 of the Plan apply for purposes of determining the Code §415 Limitation.

Complete this AA §11-2 to override the default provisions that apply in determining the Code §415 Limitation under Section 5.03 of the Plan.

- ☐ (a) **Limitation Year.** Instead of the Plan Year, the Limitation Year is the 12-month period ending \_\_\_\_\_.

*[Note: If the Plan has a short Plan Year for the first year of establishment, the Limitation Year is deemed to be the 12-month period ending on the last day of the short Plan Year.]*

- ☐ (b) **Special rules:** \_\_\_\_\_

*[Note: Any special rules under this subsection must be consistent with the requirements of Code §415.]*

- 11-3 **SPECIAL RULES FOR MORE THAN ONE PLAN.** If the Employer maintains another plan in which any Participant is a participant, the rules set forth under Section 5.03(e) of the Plan apply.

To modify the default provisions under Section 5.03(e) of the Plan, designate how such rules will apply.

- ☐ Instead of applying the default rules under Section 5.03(e) of the Plan, the Employer will limit Annual Additions in the following manner: \_\_\_\_\_

- 11-4 **ELECTION NOT TO PARTICIPATE** (See Section 2.08 of the Plan.) All Participants share in any allocation under this Plan and no Employee may waive out of Plan participation.

To allow Employees to make a one-time irrevocable waiver, check below.

- ☐ An Employee may make a one-time irrevocable election not to participate under the Plan at any time prior to the time the Employee first becomes eligible to participate under the Plan.

- 11-5 **PURCHASE OF SERVICE CREDITS.** Unless the Employer elects otherwise below, the purchase of service credits as described in Section 14.06 of the Plan is NOT allowed.

- ☒ Purchases of service credit shall be permitted under the Plan.

- 11-6 **CONTRACT EXCHANGES AND PLAN-TO-PLAN TRANSFERS.** Unless otherwise indicated below and subject to the approval of the Plan Administrator and the terms of any governing Investment Arrangement, the Plan authorizes the Participant and Beneficiaries to make contract exchanges and plan-to-plan transfers.

- ☐ (a) **Contract exchanges.** The Plan does not authorize contract exchanges as described in Section 14.04 of the Plan.

- ☐ (b) **Plan-to-plan transfers.** The Plan does not authorize plan-to-plan transfers as described in Section 14.05 of the Plan.

- ☐ (c) **Describe special rules applicable to contract exchanges and plan-to-plan transfers:** \_\_\_\_\_

- 11-7 **SPECIAL RULES APPLICABLE TO PLAN MERGERS:** \_\_\_\_\_

*[Note: Any special rule must satisfy the applicable requirements under Code §403(b).]*

- 11-8 **DELEGATION OF ADMINISTRATIVE FUNCTIONS:** Generally, the Employer, as Plan Administrator, has responsibility to administer the Plan. These responsibilities include compliance with Code §403(b) and other tax requirements. However, under AA Addendum A, the Employer may delegate such responsibilities to a third party, including a provider of an Annuity Contract or Custodial Account, provided such third party agrees to such delegation of responsibilities. An Employer may not allocate administrative responsibilities to Plan Participants.)

- 11-9 **SPECIAL MILITARY SERVICE PROVISIONS – BENEFIT ACCRUALS.** Unless otherwise indicated below, an individual who dies or becomes disabled in qualified military service will NOT be treated as reemployed for purposes of determining entitlement to benefits under the Plan. The benefit accrual provisions under Section 15.06 of the Plan do not apply. To apply the benefit accrual provisions under Section 15.06, check the box below.

- ☐ **Eligibility for Plan benefits.** Check this box if the Plan will provide the benefits described in Section 15.06 of the Plan. If this box is checked, an individual who dies or becomes disabled in qualified military service will be treated as reemployed for purposes of determining entitlement to benefits under the Plan.

- 11-10 **SPECIAL RULES APPLICABLE TO THIS PLAN.** The following rules apply to this Plan:

\_\_\_\_\_  
*[Note: All special rules must comply with the requirements applicable to Governmental Plans under Code §403(b).]*



**APPENDIX A**  
**SPECIAL EFFECTIVE DATES**

- ☐ A-1 **Eligible Employees.** The definition of Eligible Employee under AA §3 is effective as follows:
- \_\_\_\_\_
- ☐ A-2 **Minimum age and service conditions.** The minimum age and service conditions and Entry Date provisions specified in AA §4 are effective as follows:
- \_\_\_\_\_
- ☐ A-3 **Compensation definitions.** The compensation definitions under AA §5 are effective as follows:
- \_\_\_\_\_
- ☐ A-4 **Employer Contributions.** The Employer Contribution provisions under AA §6 are effective as follows:
- \_\_\_\_\_
- ☐ A-5 **Salary Deferrals.** The provisions regarding Salary Deferrals under AA §6A are effective as follows:
- \_\_\_\_\_
- ☐ A-6 **Matching Contributions.** The Matching Contribution provisions under AA §6B are effective as follows:
- \_\_\_\_\_
- ☐ A-7 **Special Contributions.** The Special Contribution provisions under AA §6C are effective as follows:
- \_\_\_\_\_
- ☐ A-8 **Retirement ages.** The retirement age provisions under AA §7 are effective as follows:
- \_\_\_\_\_
- ☐ A-9 **Vesting and forfeiture rules.** The rules regarding vesting and forfeitures under AA §8 are effective as follows:
- \_\_\_\_\_
- ☐ A-10 **Distribution provisions.** The distribution provisions under AA §9 are effective as follows:
- \_\_\_\_\_
- ☐ A-11 **In-service distributions.** The provisions regarding in-service distributions under AA §10 are effective as follows:
- \_\_\_\_\_
- ☐ A-12 **Miscellaneous provisions.** The provisions under AA §11 are effective as follows:
- \_\_\_\_\_
- ☐ A-13 **Special effective date provisions for merged plans.** If any qualified retirement plans have been merged into this Plan, the provisions of Section 14.03 of the Plan apply as follows:
- \_\_\_\_\_
- ☐ A-14 **Other special effective dates:**
- \_\_\_\_\_
- ☐ A-15 **Special effective dates for restated pre-approved plans:** The IRS allows the use of a separate effective dates to memorialize plan operational changes that have occurred after the general effective date of the plan and the actual plan restatement adoption date. Adopting employers may use the above Special Effective Date options (A-1 through A-14) to memorialize these changes or they may use this A-15. If the adopting employer uses A-15, the changes will be part of the Plan, but will not be reflected in the SPD or plan summary:
- \_\_\_\_\_

**APPENDIX B**  
**LOAN POLICY**

*Use this Appendix B to identify elections dealing with the administration of Participant loans. These elections may be changed without amending this Agreement by substituting an updated Appendix B with new elections. Any modifications to this Appendix B or any modifications to a separate loan policy describing the loan provisions selected under the Plan will not affect an Employer's reliance on the Favorable IRS Letter.*

B-1 Are **PARTICIPANT LOANS** permitted? (See Section 13 of the Plan.)

☒ (a) Yes

☐ (b) No

If B-1 (a) is elected, loans will be provided under a separate written loan policy.

**APPENDIX C**  
**ADMINISTRATIVE ELECTIONS**

*Use this Appendix C to identify certain elections dealing with the administration of the Plan. These elections may be changed without amending this Agreement by substituting an updated Appendix C with new elections. The provisions selected under this Appendix C do not create qualification issues and any changes to the provisions under this Appendix C will not affect the Employer's reliance on the Favorable IRS Letter.*

**C-1 RESERVED**

**C-2 ROLLOVER CONTRIBUTIONS.** Does the Plan accept Rollover Contributions? (See Section 4 of the Plan.)

☐ No

☒ Yes

☒ (a) If this subsection (a) is checked, an Employee may not make a Rollover Contribution to the Plan prior to becoming a Participant in the Plan. (See Section 4 of the Plan.)

☐ (b) Check this subsection (b) if the Plan will not accept Rollover Contributions from former Employees.

☐ (c) Describe any special rules for accepting Rollover Contributions: \_\_\_\_\_

*[Note: The Employer may designate in subsection (c) or in separate written procedures the extent to which it will accept rollovers from designated plan types. For example, the Employer may decide not to accept rollovers from certain designated plans (e.g., 403(b) plans, §457 plans or IRAs). Any special rollover procedures will apply uniformly to all Participants under the Plan.]*

**C-3 QDRO PROCEDURES.** Do the default QDRO procedures under Section 11.08 of the Plan apply?

☐ No

☒ Yes

☐ The provisions of Section 11.08 are modified as follows: \_\_\_\_\_

*[Note: Any modification must satisfy the requirements of Code §414(p) and related IRS guidance.]*

EMPLOYER SIGNATURE PAGE

**PURPOSE OF EXECUTION.** This Signature Page is being executed to effect:

- ☐ (a) The adoption of a **new plan**, effective \_\_\_\_\_ [insert Effective Date of Plan]. [Note: Date can be no earlier than the first day of the Plan Year in which the Plan is adopted.]
- ☒ (b) An **amendment or restatement** of the Plan. If this Plan is being amended, a snap-on amendment may be used to designate the modifications to the Plan or the updated pages of the Adoption Agreement may be substituted for the original pages in the Adoption Agreement. All prior Employer Signature Pages should be retained as part of this Adoption Agreement.
- (1) Effective Date(s) of amendment/restatement: 1-1-2020  
[Note: Generally, the Effective Date should not be earlier than January 1, 2010. However, in rare circumstances, the Effective Date may be as early as January 1, 2009.]
- (2) Name of plan being amended/restated: Houston Independent School District (HISD) 403(b) Retirement Plan
- (3) The original effective date of the plan being amended/restated: 2-25-1969
- (4) If Plan is being amended, identify Adoption Agreement sections being amended: \_\_\_\_\_

**VOLUME SUBMITTER SPONSOR INFORMATION.** The Volume Submitter Sponsor (or authorized representative) will inform the Employer of any amendments made to the Plan and will notify the Employer if it discontinues or abandons the Plan. To be eligible to receive such notification, the Employer agrees to notify the Volume Submitter Sponsor (or authorized representative) of any change in address. The Employer may direct inquiries regarding the Plan or the effect of the Favorable IRS Letter to the Volume Submitter Sponsor (or authorized representative) at the following location:

Name of Volume Submitter Sponsor (or authorized representative): VALIC Retirement Services Company  
Address: 2929 Allen Parkway L8-10 Houston, TX 77019  
Telephone number: 1(888) 478-7020

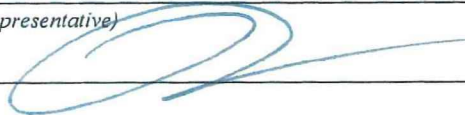
**IMPORTANT INFORMATION ABOUT THIS VOLUME SUBMITTER PLAN.** A failure to properly complete the elections in this Adoption Agreement or to operate the Plan in accordance with applicable law may result in disqualification of the Plan. The Employer may rely on the Favorable IRS Letter issued by the National Office of the Internal Revenue Service to the Volume Submitter Sponsor as evidence that the Plan is qualified under Code §403(b), provided that the Plan is word-for-word identical or substantially similar to the Volume Submitter Plan approved by the Internal Revenue Service.

By executing this Adoption Agreement, the Employer intends to adopt the provisions as set forth in this Adoption Agreement and the related Plan document. By signing this Adoption Agreement, the individual below represents that he/she has the authority to execute this Plan document on behalf of the Employer. This Adoption Agreement may only be used in conjunction with Basic Plan Document #08. The Employer understands that the Volume Submitter Sponsor has no responsibility or liability regarding the suitability of the Plan for the Employer's needs or the options elected under this Adoption Agreement. It is recommended that the Employer consult with legal counsel before executing this Adoption Agreement.

Houston Independent School District (HISD)  
(Name of Employer)

(Name of authorized representative)

(Signature)



(Title)

12/16/19

(Date)

**ADDENDUM A**  
**ALLOCATION OF ADMINISTRATIVE FUNCTIONS**

This Addendum A identifies any party to whom administrative functions have been allocated and the specific functions allocated to such persons, effective 1-1-2020.

Service agreements and other records or information pertaining to the administration of the Plan may be included or incorporated by reference in the Addendum. The Addendum may be modified from time to time. A modification of the Addendum is not an amendment of the Plan.

☒ Administrative functions are specified in a separate service agreement.

**ADDENDUM B**  
**VENDORS OF INVESTMENT ARRANGEMENTS**

This Addendum B lists the Vendors of Investment Arrangements approved for use under the Plan, effective 1-1-2020.

The Addendum must include sufficient information to identify the approved Investment Arrangements. The terms governing each Investment Arrangement under the Plan, excluding those terms that are inconsistent with the Plan or Code §403(b), are hereby incorporated by reference in the Plan. The Addendum may be modified from time to time. A modification of the Addendum is not an amendment of the Plan.

A. Vendors authorized to receive contributions and, subject to the terms of the Plan, exchanges, and/or transfers:

Name of Vendor	Contact Name	Contact Phone	If Available Under the Plan and the Individual Agreement(s):	
			<u>Approved for</u>	<u>Approved for</u>
			<u>hardship distributions</u>	<u>loans</u>
			(Yes or No)	(Yes or No)

*Note: If not otherwise specified, to the extent permitted by the Plan and the applicable Investment Arrangement, hardships and loans shall be permitted from the approved Vendors identified above.*

B. Vendors included in the Plan (in accordance with applicable law) but which are not authorized to receive new contributions under the Plan:

Name of Vendor	Contact Name	Contact Phone	If Available Under the Plan and the Individual Agreement(s):		
			<u>Approved for</u>	<u>Approved</u>	<u>Exchanges</u>
			<u>hardship</u>	<u>for loans</u>	<u>and/or transfers-</u>
			<u>distributions</u>	(Yes or	<u>in permitted,</u>
			(Yes or No)	No)	subject to terms
					of the Plan?
					(Yes or No)

*Note: Unless otherwise specified above, hardships and loans shall not be available from the Vendors identified in B above. In addition, unless otherwise specified above, exchanges and/or transfers to a Vendor identified in B shall not be permitted.*

C. Vendors that may receive exchanges/transfers under the Plan pursuant to an information sharing agreement (never approved to receive contributions under the Plan):

Name of Vendor	Contact Name	Contact Phone
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*Note: With respect to exchanges and transfers generally, subject to the Plan, exchanges from all Vendors on the Appendix A are permitted to a Vendor (i) authorized to receive contributions and identified in Section A, (ii) Vendors specifically identified as approved for transfers and exchanges under Section B, or (iii) Vendors authorized to receive exchanges and/or transfers pursuant to an information sharing agreement and identified in Section C.*

**RESOLUTION AUTHORIZING ADOPTION OF  
PLAN RESTATEMENT**


WHEREAS, Houston Independent School District ("HISD") (hereinafter, the "Employer") established and sponsors the Houston Independent School District 403(b) Plan (hereinafter, the "Plan"), effective January 1, 2020 for the exclusive benefit of its employees and their beneficiaries:

NOW, THEREFORE, BE IT RESOLVED that the Employer hereby amends and restates the Plan in the form of the Plan attached hereto; and,

RESOLVED, FURTHER, that the appropriate officers of the Employer, or their delegates, are hereby authorized to execute the amendment and restatement of the Plan, effective January 1, 2020.

IN WITNESS WHEREOF, THE HOUSTON INDEPENDENT SCHOOL DISTRICT 403(B) PLAN RESTATEMENT EFFECTIVE JANUARY 1, 2020 IS AMENDED AND SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

HOUSTON INDEPENDENT SCHOOL DISTRICT

  
\_\_\_\_\_  
Diana Dávila  
Board President

  
\_\_\_\_\_  
Sergio Lira, Ed.D.  
Board Secretary

  
\_\_\_\_\_  
Grenita F. Lathan, Ph.D.  
Interim Superintendent of Schools

**APPROVED AS TO FUNDING BUSINESS TERMS**

  
By: \_\_\_\_\_  
Rene Barajas, Ph.D.  
Chief Financial Officer

APPROVED AS TO FORM:

  
By: \_\_\_\_\_  
Elneita Hutchins-Taylor  
General Counsel