

ADOPTION AGREEMENT FOR RCA 403(b) RETIREMENT PROGRAM

The Board of Benefits Services of the Reformed Church in America, Inc.,
a Michigan nonprofit corporation

By executing this Adoption Agreement, the undersigned Employer elects to establish a retirement plan ("Plan") for the benefit of its Employees and make certain elections with respect to the provisions of the Plan. This Adoption Agreement accompanies the Reformed Church in America 403(b)(9) Program Basic Plan Document ("RCA Plan Document") and can only be used in conjunction with the RCA Plan Document. The Plan is intended to be a retirement income account as defined in Code section 403(b)(9).

Collectively, the Plan consists of the RCA Plan Document, the Trust, this Adoption Agreement, the Administrative Appendix, and such other list(s), policies and procedures, or written document(s), which, when properly executed and put into effect, fully describe the Plan and practice of Employer with respect to the Plan.

Any blanks or fill-in provisions in this Adoption Agreement shall not be completed in a manner that could cause the Plan to fail to satisfy Code section 403(b).

Note: Failure to properly fill out the Adoption Agreement may result in loss of favorable tax treatment for the Plan.

All words and phrases defined in the Plan shall have the same meaning when used in this Agreement.

Employer makes the following representations and elections:

I. BASIC INFORMATION

A. EMPLOYER CONTACT INFORMATION

Employer Name: _____ (referred to herein as "Employer")

Address: _____

City: _____ State: _____ Zip Code: _____

Tax/Employer Identification Number: _____

Name of Principal Contact: _____ Phone: _____

Email of Principal Contact: _____

B. EMPLOYER STATUS

Part of Classis of _____ (if not applicable, so state)

Check applicable statement:

- ☐ A church.
- ☐ An employer of a chaplain (i.e., a minister described in section 414(e)(5)(A)(i)(II) of the Internal Revenue Code).
- ☐ A self-employed minister (i.e., a minister described in section 414(e)(5)(A)(i)(I) of the Internal Revenue Code).

C. EFFECTIVE DATE:

1. New Plan.

- Initial Effective Date. *If this is a new plan, the Initial Effective Date is the first of the month after the date this Adoption Agreement is executed.*

The Initial Effective Date of the Plan is _____.

2. Restated Plan. *If this is an amendment and restatement to a previous plan, the following effective dates apply:*

- Initial Effective Date. *The Initial Effective Date is the date you first made contributions to the Reformed Church in America 403(b) Retirement Program.*
- Restated Effective Date. *The Restated Effective Date is the first of the month after the date this Adoption Agreement is executed. The Restated Effective Date cannot be earlier than January 1, 2009.*

The Restated Effective Date of the Plan is _____.

- ☐ If any provisions of the Plan changed from January 1, 2010 (or the Initial Effective Date, if later) and thus were different than those indicated below, please check this box and complete the Special Effective Date Appendix at the end of this Adoption Agreement.

II. ELIGIBILITY

All Employees are eligible to participate in the Plan immediately upon their employment with Employer.

III. CONTRIBUTIONS

A. SALARY REDUCTION CONTRIBUTIONS AND ROTH CONTRIBUTIONS

All employees of Employer may make pre-tax Salary Reduction Contributions and/or ROTH Contributions to the RCA 403(b) Plan immediately upon employment by the Employer. All such contributions must be made pursuant to a written, legally binding agreement ("Salary Reduction

Agreement”) between the Employer and the Employee and shall apply only with respect to compensation for services rendered to the Employer by the Eligible Employee which is not currently available prior to the effective date of the Salary Reduction Agreement.

B. EMPLOYER BASIC CONTRIBUTIONS (check and complete all that apply):

1. Basic Contributions for Ordained Ministers and Foreign Missionaries.

- a. Required Basic Contributions. Employer will make the required Basic Contributions for employees who are ordained ministers of Word and sacrament serving under call or contract (either in a congregation or other assembly, agency, or institution) as required in the RCA’s *Book of Church Order* (Ch. 1, Pt. I, Art. 2, Sec. 7; Ch. 1, Pt. II, Art. 12, Sec. 3; Ch. 1, Pt. IV, Art. 8, Sec. 6) and foreign missionaries. Basic Contributions for full-time ordained ministers and foreign missionaries must equal at least 11% of the minister’s or missionary’s Compensation. (**Note:** For purposes of calculating Basic Contributions, in the case of a minister who receives free use of a residence, Compensation is increased by 40 percent of base salary, wages or other payments paid to such employee, or such other percentage as may be determined by BOBS from time to time.) For full-time ministers or missionaries who are paid a low rate of compensation, required Basic Contributions must equal the minimum retirement contribution annually determined by BOBS). All required Basic Contributions must be invested in the RCA 403(b) Program.
- b. Optional Basic Contributions. Employer may elect to make optional Basic Contributions on behalf of ordained ministers of Word and sacrament serving under call or contract and/or foreign missionaries in addition to the minimum required Basic Contributions described above. To do so, complete the following:

Employer will make optional Basic Contributions in the amount of ____ % of Compensation or a fixed amount of \$_____ will be made for each calendar year for the following individuals (Check the appropriate boxes):

- ☐ Full-time ordained ministers.
- ☐ Part-time ordained ministers.
- ☐ Full-time foreign missionaries.
- ☐ Part-time foreign missionaries.
- ☐ Other eligibility requirements (*please describe*) _____
- _____
- _____

2. Basic Contributions for Lay Employees.

- a. Required Basic Contributions. There are no required Basic Contributions for lay employees.
- b. Optional Basic Contributions. Employer may, in its discretion, make Basic Contributions to the Plan on behalf of lay employees who are designated as eligible to receive such contributions under the Adoption Agreement. Basic Contributions may be made in such amount or percentage of Compensation as the Employer elects.

☐ No Basic Contributions will be made for employees who are lay persons (if this line is checked, skip to IIIC).

☐ Basic Contributions will be made for employees who are lay persons and meet the following requirements:

Minimum age: ____ years (if none, so state)

Length of service and work hours per week:

☐ No required length of service; eligibility for Basic Contributions begins immediately.

☐ Eligibility begins after ____ months of service.

☐ Eligibility begins after ____ years of service.

For purposes of determining length of service, employment by another agency, assembly, or institution in the RCA ☐ will/☐ will not be counted.

☐ Must be regularly scheduled to work for Employer at least ____ hours per week.

Other requirements (if any, specify): _____

Amount:

Employer will make Basic Contributions for employees who are laypersons in the amount of (complete one) \$_____ each calendar year / _____% of compensation paid to the employee.

C. MATCHING CONTRIBUTIONS

Employer may elect to make Matching Contributions on behalf of any employees and may apply a vesting schedule to any such Matching Contributions. If Employer elects to make Matching Contributions, such contributions shall be made on Elective Deferrals (Salary Reduction Contributions and ROTH Contributions) made on behalf of those employees who meet the eligibility requirements specified below, and only for those pay periods in which the employee is regularly scheduled to work the minimum hours required below. Employer is responsible for determining whether the employee meets the eligibility and minimum hour requirements.

1. Eligibility

Employer may elect to make Matching Contributions on behalf of any employee and may apply a vesting schedule to any such Matching Contribution. Employer agrees as follows (check and complete all that apply):

☐ No Matching Contributions will be made (if this line is checked, skip to III.D).

☐ Matching Contributions will be made for all employees who qualify for Basic Contributions, as described above.

☐ Matching Contributions will be made only for the following employees:

Employee Classifications:

- ☐ Ordained ministers and foreign missionaries
- ☐ Laypersons

Minimum age: _____ years (if none, so state)

Length of service and work hours per week:

- ☐ No required length of service; eligibility for Matching Contributions begins immediately.
- ☐ Eligibility begins after _____ months of service.
- ☐ Eligibility begins after _____ years of service.

For purposes of determining length of service, employment by another agency, assembly, or institution in the RCA ☐ will/ ☐ will not be counted.

- ☐ Must be regularly scheduled to work for Employer at least _____ hours per week.

Other requirements (if any, specify): _____

2. Amount

Employer will make Matching Contributions with respect to an employee's Salary Reduction Contributions and ROTH Contributions as follows (check and complete all that apply):

- ☐ **Fixed amount subject to % limit:** An amount equal to ____% of each contribution by the employee, not to exceed ____% of the employee's Compensation.
- ☐ **Fixed amount subject to \$ limit:** An amount equal to ____% of each contribution by the employee, not to exceed \$_____ per year.
- ☐ **Other formula** (attach detailed description).

Please attach to this Adoption Agreement a copy of excerpts from your employee handbook describing the agreement regarding Matching Contributions for each employee classification.

D. SPECIAL CONTRIBUTIONS.

Employer may elect to make Special Contributions on behalf of certain current and/or former Employees.

1. Special Contributions for Employees Participating in the Reformed Church in America Retirement Plan. If elected below, Employer will make Special Contributions for employees participating in the Reformed Church in America Retirement Plan ("RCA Retirement Plan").

- a. Eligible Employees. Employer will make Special Contributions for employees as follows:
 - ☐ Employer will **not** make Special Contributions on behalf of current employees participating in the Plan. *(If this box is checked, skip to Section IV.)*
 - ☐ Employer will make Special Contributions on behalf of current employees participating in the Plan. *(If this box is checked, complete the rest of this Section III.D.)*
 - ☐ Employer will make Special Contributions on behalf of former employees participating in the RCA Retirement Plan for _____ years *(number cannot exceed 5)*

following the year in which the employee has a termination of employment. (If this box is checked, complete the rest of this Section III.D.)

- b. Amount of Special Contributions. Employer will make Special Contributions for eligible employees in an amount to be determined each year.
2. Special Contributions for Former Employees. If elected below, Employer will make Special Contributions for former employees up through the end of the fifth year following the employee's termination of employment.
- ☐ Employer will **not** make Special Contributions on behalf of former Employees. (If this box is checked, skip to Section IV.)
- ☐ Employer will make Special Contributions on behalf of former Employees. (If this box is checked, complete the rest of this Section III.D.2.)
- a. Amount of Special Contributions. Employer will make Special Contributions for former employees as follows:
- ☐ Employer will make Special Contributions for former employees in an amount to be determined each year.
- ☐ Fixed Dollar Amount or Fixed Percentage. Employer will make Basic Contributions for former employees each Plan Year in an amount equal to \$____ or ____% of each such employee's Compensation in the final year of employment.
- b. Eligibility for Special Contributions. The following former employees will be eligible for Special Contributions:
- ☐ All former employees who were Participants in the Plan on the date of their retirement.
- ☐ Only the following classifications of former employees will be eligible for Basic Contributions (please describe): _____

- c. Duration. Employer will make Special Contributions in the amount elected in paragraph a above for _____ years following the year in which the employee has a termination of employment. (Fill in a number of years that is no more than 5.)

IV. VESTING

Salary Reduction Contributions, ROTH Contributions, Basic Contributions, and Special Contributions are 100% vested at all times. Complete this Section IV only if Matching Contributions are made.

Matching contributions vest as follows (check and complete):

- ☐ 100% immediately
- ☐ Other (describe in detail): _____

V. AMENDMENTS

Except as otherwise provided in the Plan, including this Adoption Agreement, the RCA 403(b) Program may only be amended by BOBS; provided, however, that the Employer is permitted to add overriding language to its Plan, if necessary, to satisfy Code section 415 because of the required aggregation of multiple plans. BOBS will inform Employer of any amendments made to the Plan or of the discontinuance or abandonment of the Plan.

Employer may amend this Adoption Agreement from time to time by completing and submitting to BOBS a replacement Adoption Agreement.

VI. MISCELLANEOUS

A. Contribution Limits. Employer shall monitor calendar year contribution limits for any and all contributions made pursuant to this agreement, including any elective deferral contributions and age-based catch-up contributions. Information regarding such limits is available from the BOBS section of the RCA website (www.rca.org/retire/rca-403b-retirement-program). Employer shall advise its employees of such annual contribution limits and shall submit to BOBS completed salary reduction agreements between Employer and its employees.

B. Remittance of Contributions. Employer shall remit contributions to the RCA 403(b) Program to the Fidelity Investments (or such other entity as BOBS may designate from time to time) as soon as practicable, but in any event no later than:

- **For Salary Reduction Contributions and ROTH Contributions** – within a period that is no longer than is reasonable for the proper administration of the Plan, but in any event, no later than the last day of the month following the month in which the deferral was made.
- **For Employer Basic Contributions and Employer Matching Contributions** – within thirty (30) days following the end of each calendar quarter, or at such other time as the BOBS may require and which is consistent with the requirement of the U.S. Internal Revenue Code (Code) pertaining to such contributions.

Employer shall comply with these contribution requirements and any others imposed by applicable law, regardless of whether it receives an invoice, statement, reminder, or other documentation from BOBS, Fidelity, or any other plan administrator. BOBS shall have no responsibility for monitoring or ensuring timely remittance of contributions.

C. Information Sharing. Employer must provide to BOBS certain information regarding employees upon their hire, termination of employment, retirement, disability, or death. BOBS may request other information from Employer (regarding employees or other matters) at any time and for any reason in order to enable BOBS to properly administer the RCA 403(b) Program, and Employer shall deliver such information to BOBS promptly. Without limiting the generality of the foregoing, Employer shall provide to BOBS, not later than 45 days after the end of each calendar year, a written summary of all compensation paid to each employee (including any

funds paid as a housing allowance or, alternatively, confirmation that a residence is provided as a part of such compensation). See form on web site link to be included.

D. Construction. This Adoption Agreement shall be construed in accordance with the laws of the State of New York. If any provision of this Adoption Agreement shall be held invalid or unenforceable, the remaining provisions hereof shall continue to be fully effective.

E. Authorization and Signature. Employer hereby adopts and agrees to the provisions of the RCA Plan Document, as well as any provisions regarding the RCA Plan Document that may be set forth in this Agreement.

(Name of Employer – Please Print)

By: _____
(Apply Signature of Employer’s Authorized Officer or Agent)

Title: _____
(Insert Title of Employer’s Authorized Officer or Agent – Please Print)

Date: _____

To be completed by BOBS staff:

SF #: _____

Division Code #: _____

RETURNING THE APPLICATION

The Adopting Employer should retain a copy of this Adoption Agreement in its file, along with a copy of the Reformed Church in America 403(b) Basic Plan Document. In addition, please send a copy of the signed Adoption Agreement to the address below:

U.S. Mail

Board of Benefits Services
Reformed Church in America
475 Riverside Drive, Suite 1606
New York, NY 10115

866-221-5480 (telephone)

833-627-7620 (fax)

RELATED EMPLOYER ATTACHMENT

Related Employers: For purposes of eligibility to participate in and contribute to the Plan, "Employer" means only the entity named in Section I of the Adoption Agreement, unless otherwise indicated below:

☐ "Employer" also includes all Related Employers that are eligible employers within the meaning of section 1.403(b)-2(b)(8) of the Treasury Regulations.

☐ "Employer" also includes all Related Employers that are eligible employers within the meaning of section 1.403(b)-2(b)(8) of the Treasury Regulations except for the following:

☐ "Employer" also includes the Related Employers identified below that are eligible employers within the meaning of section 1.403(b)-2(b)(8) of the Treasury Regulations:

Related Employers: _____

SPECIAL EFFECTIVE DATE APPENDIX

If the Plan was adopted retroactively to no earlier than January 1, 2010 and provisions contained in this Adoption Agreement were not effective for the entire period from the retroactive effective date (generally, January 1, 2010) through the date of adoption of this volume submitter Plan, use this Appendix to describe the provisions of the Plan that were not in effect over the entire retroactive period and identify the specific effective date(s) of those provisions. If more space is needed to describe the changes, please attach additional pages as necessary.

Section II – Eligibility:

Provision: _____

Effective Date: _____

Section III – Contributions:

A. Salary Reduction Contributions and Roth Contributions

Provision: _____

Effective Date: _____

B. Employer Basic Contributions

Provision: _____

Effective Date: _____

C. Matching Contributions

Provision: _____

Effective Date: _____

D. Special Contributions

Provision: _____

Effective Date: _____

Section IV – Vesting:

Provision: _____

Effective Date: _____