

# ADOPTION AGREEMENT FOR RCA 403(b) RETIREMENT PROGRAM The Board of Benefits Services of the Reformed Church in America, Inc., a Michigan nonprofit corporation ("Board")

By executing this Adoption Agreement for RCA 403(b) Retirement Program ("Adoption Agreement"), the undersigned Employer elects to establish a retirement plan ("Plan") for the benefit of its Employees, to make certain elections with respect to the provisions of the Plan, and to become an "Adopting Employer" with respect to the Plan. This Adoption Agreement accompanies the Reformed Church in America 403(b) Retirement Program Plan Document 72433, as may be amended from time to time ("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 United States Internal Revenue Code ("Code") section 403(b)(9).

Collectively, the Plan consists of the RCA Plan Document, the Trust Agreement, this Adoption Agreement, the 403(b)(9) Plan Administrative Appendix (which lists the persons or entities to whom certain administrative functions have been allocated), 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 the practices 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).

<u>Note</u>: 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 RCA Plan Document (whether or not capitalized) shall have the same meaning when used in this Adoption Agreement.

Employer makes the following representations and elections:

I. BASIC INFORMATION						
A. EMPLOYER CONTACT INFORMATION						
Employer Name:						
Address:						
City:	State:	_ Zip Code:				
Гах/Employer Identification Number:						
Name of Principal Contact: Phone Number:						
Smail Address of Principal Contact:						

#### **B. EMPLOYER STATUS**

In Classis of	(if	not	applic	cable,	so	state)
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For purposes of eligibility to participate in and contribute to the Plan, the term "Employer" means only the entity named as the Employer on the first page of this Adoption Agreement. (*If, instead, any other entity is to be covered under this Adoption Agreement, a Related Employer Appendix will need to be completed to reflect such entity.*)

*Check applicable statement (select one):* 

- ☐ <u>Type 1 Employer</u>: The Employer is one of the following:
  - A local or collegiate church that is a Reformed Church in America (RCA) church (that is not an RCA organizing church or church plant.)
  - An RCA classis.
  - An RCA regional synod.
  - An institution or agency that is controlled by the RCA or one of its assemblies.

If the Employer is an institution or agency that is controlled by the RCA or one of its assemblies, select one of the following:

- ☐ The institution or agency is a qualified church-controlled organization ("QCCO").¹
- ☐ The institution or agency is a non-qualified church-controlled organization ("Non-QCCO").²
- ☐ <u>Type 2 Employer</u>: The Employer is one of the following:
  - A local or collegiate church that is a Christian Reformed Church (CRC) church; or

<sup>&</sup>lt;sup>1</sup> The term "qualified church-controlled organization" (QCCO) generally includes any church-controlled, tax-exempt organization described in Code section 501(c)(3), that does not generally offer goods, services, or facilities for sale to the general public or receives less than 25% of its support from government sources or receipts from admissions, sales of merchandise, performance of services, or furnishing of facilities, in related activities or business.

<sup>&</sup>lt;sup>2</sup> The term "non-qualified church-controlled organization" (Non-QCCO) means any church-controlled, tax-exempt organization described in Code section 501(c)(3) that (1) offers goods, services, or facilities for sale to the general public, and (2) normally receives more than 25% of its support from either (i) governmental sources, or (ii) receipts from admissions, sales of merchandise, performance of services or furnishing of facilities. A hospital, nursing home, or university is a type of organization that typically is not a church or a qualified church-controlled organization.

		<u>Type 3 Employer</u> : The Employer is one of the following:
		An RCA organizing church or church plant; or
		<ul> <li>An institution or agency that is associated with (but not controlled by) the RCA or one of its assemblies.</li> </ul>
		If the Employer is an institution or agency that is associated with (but not controlled by) the RCA or one of its assemblies, select one of the following:
		☐ The institution or agency is a QCCO.
		☐ The institution or agency is a Non-QCCO.
		<u>Type 4 Employer</u> : The Employer is one of the following:
		<ul> <li>A local or collegiate church that is not an RCA church, a CRC church or a Formula of Agreement church.</li> </ul>
		<ul> <li>An employer of a chaplain (i.e., a minister described in Code section 414(e)(5)(A)(i)(II)).</li> </ul>
		• A self-employed minister ( <i>i.e.</i> , a minister described in Code section 414(e)(5)(A)(i)(I)).
C.	EFI	FECTIVE DATE:
	1.	New Plan. This is the initial Adoption Agreement for this Employer. The initial effective date of the Plan is
	2.	Restated Adoption Agreement. If this is an amendment and restatement of a previous Adoption Agreement, the following effective dates apply:
		• Initial Effective Date. The initial effective date is the date stated in the Employer's original Adoption Agreement.
		• Restated Effective Date. The effective date of this amended and restated Adoption Agreement is The restated effective date cannot be earlier than the first day of the current Plan Year.

A local or collegiate church that is a Formula of Agreement church (UCC, PCUSA

and ELCA).

#### D. DEFINITIONS:

- 1. <u>Definition of Minister</u>. For purposes of the RCA Program, the term "Minister" means an ordained minister of Word and Sacrament in the RCA. The term "Minister" includes a Minister who is a Foreign Missionary.
- 2. <u>Definition of Lay Employee</u>. For purposes of the RCA Program, the term "lay Employee" refers to an Employee who is not a Minister. The term "lay Employee" includes a commissioned pastor, a Foreign Missionary who is not a Minister and an ordained minister who is not an RCA-ordained minister.

#### II. ELIGIBILITY

In this Adoption Agreement, the term "Eligible Employees" refers to Employees who have satisfied the eligibility requirements described in this Section II and in Section III, as applicable for the type of contribution for which the eligibility requirements apply.

#### A. SALARY REDUCTION CONTRIBUTIONS AND ROTH CONTRIBUTIONS - ALL EMPLOYERS.

1. <u>Type 1 and 3 Employers</u>: All Employees are eligible to make Salary Reduction Contributions and/or Roth Contributions immediately upon their employment by Employer.

# 2. Type 2 and 4 Employers:

- a. Ministers are eligible to make Salary Reduction Contributions and/or Roth Contributions immediately upon their employment by Employer.
- b. Lay Employees of Type 2 and Type 4 Employers are not eligible to participate and thus are not eligible to make Salary Reduction Contributions and/or Roth Contributions.

#### B. EMPLOYER CONTRIBUTIONS FOR MINISTERS - ALL EMPLOYERS.

## 1. Employer Basic Contributions.

a. <u>Required Basic Contributions - Type 1 and Type 2 Employers Only.</u> Ministers<sup>3</sup> are eligible to receive Required Basic Contributions immediately upon their employment by Employer.

b. <u>Optional Basic Contributions - All Employers</u>. If and to the extent Employer makes Optional Basic Contributions for Ministers, such Ministers will be eligible

<sup>&</sup>lt;sup>3</sup> For purposes of the RCA Program, the term "Minister" means an ordained minister of Word and Sacrament in the RCA.

to receive such contributions, as applicable, upon satisfaction of any age, service, or other eligibility requirements described in this Adoption Agreement.

2. <u>Employer Matching and/or Special Contributions</u>. If and to the extent Employer makes Matching Contributions and/or Special Contributions for Ministers, such Ministers will be eligible to receive such contributions, as applicable, upon satisfaction of any age, service, or other eligibility requirements described in this Adoption Agreement.

#### C. EMPLOYER CONTRIBUTIONS FOR LAY EMPLOYEES - TYPE 1 AND TYPE 3 EMPLOYERS ONLY.

- 1. <u>Employer Basic, Matching and/or Special Contributions</u>. If and to the extent the Employer makes Basic Contributions, Matching Contributions and/or Special Contributions for lay Employees, such lay Employees will be eligible to receive such contributions, as applicable, upon satisfaction of any age, service, or other eligibility requirements described in this Adoption Agreement.
- 2. Lay Employees of Type 2 and Type 4 Employers are not eligible to participate and thus are not eligible to receive Employer Contributions under the Plan.

#### III. CONTRIBUTIONS

#### A. SALARY REDUCTION CONTRIBUTIONS AND ROTH CONTRIBUTIONS

All Eligible Employees may make Salary Reduction Contributions and/or Roth Contributions to the 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 FOR MINISTERS (check and complete all that apply):

- 1. <u>Required Basic Contributions Type 1 and Type 2 Employers Only.</u> (There are no required Basic Contributions for Type 3 and Type 4 Employers.):
  - a. For a full-time Minister (as determined by the Board) who is an Eligible Employee, Employer will make a required Basic Contribution in an amount equal to the greater of:
    - i. \_\_\_\_\_% of the Minister's Compensation (must be at least 11%); or
    - ii. The amount of the "Effective Buying Power per Household" (which is also referred to as "EBPH" and which is the minimum retirement contribution annually determined by the Board).

	b.	Em	nplo	yer	-time Minister (as determined by the Board) who is an Eligible Employee, will make a required Basic Contribution in an amount equal to 11% of the Compensation, except as otherwise provided below.
			Ot	her	Basic Contribution requirement for part-time Ministers:
	<u>No</u>	<u>te</u> : 1	All	requ	ired Basic Contributions must be invested in the Plan.
2.	Con	ntri	but		<u>c Contributions – All Employers</u> . Employer may elect to make optional Basic to the Plan for Ministers who are Eligible Employees. To do so, complete
			_		nal Basic Contributions will be made for Ministers ( <i>if this line is checked, skip III.C</i> ).
		-			Basic Contributions will be made for Ministers who meet the following ents (and thus are "Eligible Employees" for this purpose):
			a.	Eli	gible Classifications:
					Full-time Ministers (excluding Foreign Missionaries)
					Part-time Ministers (excluding Foreign Missionaries)
					Full-time Ministers (including Foreign Missionaries)
					Part-time Ministers (including Foreign Missionaries)
			b.	Mi	inimum age: years (if none, so state)
			c.	Le	ngth of service and work hours per week:
					No required length of service; eligibility for optional Basic Contributions begins immediately.
					Eligibility begins after months of service, measured from the Minister's date of hire.
					Eligibility begins after years of service. For this purpose, a "year of service" means the 12 month period beginning on the Minister's date of hire, and subsequent anniversaries of the Minister's date of hire, without regard to the number of hours worked during those periods.
					For purposes of determining length of service, employment by another church, agency, or institution in the RCA $\square$ will/ $\square$ will not be counted.
					Must be regularly scheduled to work for Employer at least hours per week.
				Ot	her requirements (if any, specify):

	d.	<b>Entry date:</b> Unless otherwise specified below, a Minister will become an Eligible Employee for purposes of optional Basic Contributions as of the first day of the calendar month beginning after the Minister satisfies the age, length of service, work hours per week and any other requirements described above.
		Other entry date (specify, if applicable):
	e.	Amount:
		☐ Employer will make optional Basic Contributions for Ministers who are Eligible Employees in the amount of \$ for each ( <i>select one</i> ):
		payroll period month
		during which the Minister is an Eligible Employee.
		☐ Employer will make optional Basic Contributions for Ministers who are Eligible Employees equal to% of the Minister's Compensation.
		☐ Employer will make optional Basic Contributions for Ministers who are Eligible Employees in an amount to be determined by Employer in its discretion (including no contributions). Any such contributions will be allocated ( <i>select one</i> ):
		☐ As a uniform percentage of Compensation.
		☐ Other (specify):
	use of a res	purposes of calculating Basic Contributions, in the case of a Minister who receives free idence, Compensation is increased by 40 percent of base salary, wages or other payments ch employee, or such other percentage as may be determined by the Board from time to
C.		ASIC CONTRIBUTIONS FOR LAY EMPLOYEES - TYPE 1 AND TYPE 3 EMPLOYERS and complete all that apply):
	1. Required Employee	Basic Contributions. There are no required Basic Contributions for layes.
		Basic Contributions. Employer may elect to make optional Basic Contributions an for lay Employees who are Eligible Employees. To do so, complete the :
		otional Basic Contributions will be made for lay Employees (if this line is checked, Section III.D).

			Basic Contributions will be made for lay Employees who meet the following ents (and thus are "Eligible Employees" for this purpose):	
	a.	Mi	nimum age: years (if none, so state)	
	b.	Le	ngth of service and work hours per week:	
			No required length of service; eligibility for optional Basic Contributions begins immediately.	
			Eligibility begins after months of service, measured from the Employee's date of hire.	
			Eligibility begins after years of service. For this purpose, a "year of service" means the 12 month period beginning on the Employee's date of hire, and subsequent anniversaries of the Employee's date of hire, without regard to the number of hours worked during those periods.	
			For purposes of determining length of service, employment by another church, agency, or institution in the RCA $\square$ will/ $\square$ will not be counted.	
			Must be regularly scheduled to work for Employer at least hours per week.	
		Ot	her requirements (if any, specify):	
Eligible Employee for purposes of optional Basic Contributions as of day of the calendar month beginning after the lay Employee satisfies length of service, work hours per week and any other requirements dabove.  Other entry date (specify, if applicable):				
	d.	An	nount:	
			Employer will make optional Basic Contributions for lay Employees who are Eligible Employees in the amount of \$ for each (select one)	
			payroll period month during which the lay	
			Employee is an Eligible Employee.	
			Employer will make optional Basic Contributions for lay Employees who are Eligible Employees equal to% of the lay Employee's Compensation.	
			Employer will make optional Basic Contributions for lay Employees who are Eligible Employees in an amount to be determined by Employer in its discretion (including no contributions). Any such contributions will be allocated:	
			☐ As a uniform percentage of Compensation.	

#### D. EMPLOYER MATCHING CONTRIBUTIONS

1.

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

<u>Note</u>: For Type 2 and Type 4 Employers, lay Employees are not eligible to participate and thus are not eligible to receive Employer Matching Contributions for lay Employees.

<u>Eligibility</u> . Employer may elect to make Matching Contributions for any Eligible Employee and may apply a vesting schedule to any such Matching Contribution. To do so, complete the following:
☐ No Matching Contributions will be made ( <i>if this line is checked, skip to Section III.E</i> ).
☐ Matching Contributions will be made for all Eligible Employees who qualify for Optional Basic Contributions, as described above (and thus are also "Eligible Employees" for this purpose).
☐ Matching Contributions will be made only for Employees who meet the following requirements (and thus are "Eligible Employees" for this purpose):
a. Employee Classifications:
☐ Ministers
☐ Lay Employees – Type 1 and Type 3 Employers Only.
b. <b>Minimum age:</b> years (if none, so state)
c. 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, measured from the Employee's date of hire.
☐ Eligibility begins after years of service. For this purpose, a "year of service" means the 12 month period beginning on the Employee's date of hire, and subsequent anniversaries of the Employee's date of hire, without regard to the number of hours worked during those periods.
For purposes of determining length of service, employment by another church, agency, or institution in the RCA $\square$ will/ $\square$ will not be counted.
Must be regularly scheduled to work for Employer at least hours per week.
Other requirements (if any, specify):

	d.	<b>Entry date:</b> Unless otherwise specified below, an Employee will become an Eligible Employee for purposes of Matching Contributions as of the first day of the calendar month beginning after the Employee satisfies the age, length of service, work hours per week and any other requirements described above.
		Other entry date (specify, if applicable):
2.	Employee	Employer will make Matching Contributions in connection with an Eligible s's Salary Reduction Contributions and Roth Contributions as follows (check and ll that apply):
	the El	<b>amount subject to</b> % <b>limit</b> : An amount equal to% of each contribution by igible Employee, not to exceed% of the Eligible Employee's Compensation e contribution period described below.
		<b>amount subject to \$ limit</b> : An amount equal to% of each contribution by the le Employee, not to exceed \$ per year.
	☐ Other	formula
	emploj	h detailed description or attach excerpts from other Employer materials, such as an yee handbook, that describes the Matching Contribution amount for each Employee cation.)
3.	Contribut	ion Period. Unless otherwise elected below, the amount of Matching ions is calculated on a payroll period basis. This means that a "true-up" on will not be required.
		payroll period, the contribution period for calculating the amount of Matching ions is (select one, if applicable):
	☐ Each o	calendar month.
	☐ Each I	Plan Year quarter.
	☐ Each I	Plan Year.
	calculated taking into contribution "true up"	ar month, Plan Year quarter, or Plan Year is selected above, Employer must the Matching Contribution required with respect to the full contribution period, to account the Participant's Elective Deferrals and Compensation for the full on period, and contribute any additional Matching Contributions necessary to the Matching Contribution so that the full Matching Contribution is made for bution period.

# E. SPECIAL CONTRIBUTIONS - ALL EMPLOYERS.

Employer may elect to make Special Contributions on behalf of certain current and/or former Employees. (*If Employer elects to do so, complete this Section III.D.*)

1.	<u>Special Contributions for Current Employees</u> . If elected below, Employer will make Special Contributions for current Employees, as specified below.					
	a.	<u>Eligible Employees</u> . Employer will make Special Contributions for current Employees as follows:				
		□ Employer will <b>not</b> make Special Contributions for current Employees. ( <i>If this box is checked, skip to Section III.D.2.</i> )				
		☐ Employer will make Special Contributions for the following classification(s) of current Employees ( <i>describe</i> ):				
	b.	Amount of Special Contributions. Employer will make Special Contributions for current Employees described in Section III.E.1.a. in an amount to be determined each year. Employer is not required to make Special Contributions.				
2.		ecial Contributions for Former Employees. If elected below, Employer will make ecial Contributions for former Employees, as specified below.				
	a.	<u>Eligible Former Employees</u> . Employer will make Special Contributions for former Employees as follows:				
		☐ Employer will <b>not</b> make Special Contributions for former Employees. ( <i>If this box is checked, skip to Section IV.</i> )				
		☐ Employer will make Special Contributions for the following classification(s) of former Employees ( <i>describe</i> ):				
		(If this box is checked, complete the rest of this Section III.E.2.)				
	b.	Amount of Special Contributions. Employer will make Special Contributions for former Employees described in Section III.E.2.a. as follows:				
		☐ Employer will make Special Contributions for former Employees described in Section III.E.2.a. in an amount to be determined each year. Employer is not required to make Special Contributions.				
		Employer will make Special Contributions for former Employees described in Section III.E.2.a. each Plan Year in an amount equal to \$ or% of each such former Employee's Includible Compensation for the 12-month period ending with the month prior to the Employee's termination of employment. ( <i>Please see Note below regarding limitations on the amount of contributions for former Employees.</i> )				

c.	Duration.

Employer will make a one-time Special Contribution in the amount elected in paragraph b. above.
Employer will make Special Contributions in the amount elected in paragraph b. above for Plan Years following the Plan Year in which the Employee

**Note:** Contributions for Participants who have terminated employment are subject to the Code section 415 limitations on the amount of such contributions, as applicable to former employee contributions. To comply with such limitations, contributions must be determined on a monthly basis and such monthly amount may not exceed 1/12 of the Participant's Includible Compensation during the Participant's most recent year of service (ending with the month prior to the Participant's termination of employment; special rules apply for part-time employees). Employer is responsible for compliance with these limitations and should contact the Board prior to making such contributions.

terminated employment. (Fill in a number of years that is no more than 5.)

#### IV. VESTING

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

Employer Matching Contributions vest as follows (*check and complete*):

	100%	immedi	atelv
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Other (If a vesting schedule will be utilized, the schedule must be described in detail in this
document or in a separate document maintained by the Employer. In addition, the Employer must
describe all design elections necessary to administer the schedule, such as the way years of service
and hours of service will be calculated, how termination and reemployment impacts service
crediting and whether service with any predecessor employers will be included.):

#### V. AMENDMENTS

Except as otherwise provided in the RCA Plan Document, including this Adoption Agreement, the Plan may only be amended by the Board; 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. The Board will make any Plan amendments available to Employer and will notify Employer of the discontinuance or abandonment of the Plan.

Employer may amend this Adoption Agreement from time to time by completing and submitting to the Board 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 Adoption Agreement, including any elective deferral contributions and age-based catch-up contributions. Information regarding such limits is available from the Board of Benefits Services section of the RCA website or directly from the Board. Employer shall advise its Eligible Employees of such annual contribution limits and shall submit to the Board completed salary reduction agreements between Employer and its Eligible Employees.
- **B. Nondiscrimination Testing Non-QCCOs.** If Employer is a non-QCCO that employs any Highly Compensated Employees (as that term is defined in the Plan), the Plan is required to perform certain coverage and nondiscrimination testing. Employer agrees that it will notify the Board in the event Employer employs any Highly Compensated Employees and will submit all information to the Board necessary for timely completion of any applicable coverage and nondiscrimination testing. Employer will pay any expenses incurred by the Plan in performing the testing and will cooperate with the Board in making any corrections required by the test results.
- **C. Remittance of Contributions.** Employer shall remit contributions to the Plan's Trustee as soon as practicable, but in any event no later than the following:
  - 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, Employer Matching Contributions, and Employer Special Contributions within thirty (30) days following the end of each calendar quarter, or at such other time as the Board may require and which is consistent with the requirements of the 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 the Board, the Trustee, or any other plan administrator. The Board shall have no responsibility for monitoring or ensuring timely remittance of contributions.

**D. Information Sharing.** Employer must provide to the Board certain information regarding Employees upon their hire, termination of employment, retirement, disability, or death. The Board may request other information from Employer (regarding Employees or other matters) at any time and for any reason in order to enable the Board to properly administer the Plan, and Employer shall deliver such information to the Board promptly. Without limiting the generality of the foregoing, Employer shall provide to the Board, 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). Employer shall provide such information in the manner required by the Board.

**E.** 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.

**F.** 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 Adoption Agreement.

	(Print Name of Employer)
By:	
-	(Print Name and Apply Signature of Employer's Authorized Officer or Agent)
	(Print Title of Employer's Authorized Officer or Agent)
Date:	
To be	completed by Board staff:
Churc	th ID #:
Divisi	ion Code #:

## **RETURNING THE APPLICATION**

The Employer should retain a copy of this Adoption Agreement, along with a copy of the RCA Plan Document. Send the fully completed and 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) retirement@rca.org (email)

### 403(B)(9) PLAN ADMINISTRATIVE APPENDIX

This Appendix lists the persons or entities to whom certain administrative functions have been allocated relating to the Employer's Adoption of the Reformed Church in America 403(b)(9) Retirement Program ("RCA Program"). The identified persons or entities listed have been allocated the specific functions as set forth below.

Capitalized terms in this Appendix shall be defined in accordance with the terms of the Plan document. For purposes of this Appendix, "Plan" means the 403(b) plan created by the individual Employer by adopting the RCA Program Basic Plan Document.

#### **DUTIES AND RESPONSIBILITIES OF THE EMPLOYER**

The following administrative functions have been allocated to <u>all</u> Employers:

- 1. Determining whether an Employee is eligible to participate in the Plan or eligible to make or receive a certain type of contribution under the Plan.
- 2. Providing meaningful annual notice to all Employees who meet the eligibility requirements for Elective Deferrals of their eligibility to make Elective Deferrals to the Plan.
- 3. Timely enrolling of all its eligible Employees, including promptly submitting completed forms to the Board following receipt of the relevant information from its Employees.
- 4. Notifying the Board (and any Vendor) of a termination of employment, the granting and termination of leaves of absence, the commencement of and return to work after periods of Disability, and other facts or events which may be relevant in the operation of the Plan,
- 5. Promptly distributing to Employees enrolled in the Plan any notice or other communication from the Board (or from any other Vendor), to the extent such notice or communication pertains to the Plan or its operation and the Board (or other Vendor) indicates is for the attention of such Employees.
- 6. Forwarding all Contributions to the Plan's Trustee (and any other Vendor) as follows:
  - 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, Employer Matching Contributions and Employer Special Contributions within thirty (30) days following the end of each calendar quarter, or at such other time as the Board (or applicable Vendor) may require and which is consistent with the requirements of the Code pertaining to such contributions.

- 7. Determining the Employee's "includible compensation" for purposes of monitoring the maximum Employee Contributions that a Participant may contribute. The definition of includible compensation is different from the definition of compensation used to calculate Plan contributions and is used to apply certain IRS rules regarding the contribution limits and identification of "highly compensated employees." Includible compensation is generally W-2 compensation, but includes pre-tax deferrals to a 403(b) plan, cafeteria plan, and transportation fringe benefit plan and excludes certain non-taxable amounts such as clergy housing allowance. Special rules exist for determining the includible compensation of Participants who are part-time employees. Please contact the Board if you have questions about the definition of includible compensation.
- 8. Providing the Board, or its designee, with all information necessary to perform contribution limits testing under Code Sections 402(g), 414(v) and 415(c). (Note: the Board, or its designee, will assist the Employer in performing limits testing but will not be responsible for monitoring limits to the extent that the Employer maintains other 403(b) plans, utilizes other Vendors or provides the Board or its designee with incomplete or inaccurate information.)
- 9. To the extent that the Employer elects to subject Employer Matching Contributions to a vesting schedule, providing the Board, or its designee and any other Vendor, with the information necessary to determine when an Employee has been vested and when a forfeiture has occurred.
- 10. Determining the Employer's status, including whether it is a Code section 501(c)(3) organization, whether it is a qualified church-controlled organization or non-qualified church-controlled organization and whether it is a member of a controlled group.
- 11. If the Employer is a non-qualified church-controlled organization, providing the Board, or its designee, with all information required to perform coverage and nondiscrimination testing under Code section 403(b)(12), if applicable.
- 12. Providing the Board, or its designee, with all information required to process participant loan applications and service ongoing participant loans, including but not limited to a certification that an Employee is not participating in any other 403(b) arrangements through the Employer.
- 13. Determining whether a Participant's age 50 catch-up contributions are required to be made as Roth Contributions and taking such actions as are necessary to confirm that such contributions are processed as Roth Contributions.

The following additional administrative functions have been allocated to Employers that have contracts with other Vendors:

- 1. Providing a list of Vendors of Funding Vehicles that are approved for use under the Plan. Such list must be attached to this Administrative Appendix.
- 2. Determining whether hardship withdrawals and loans comply with applicable requirements and limitations.

- 3. Determining the status of domestic relations orders or qualified domestic relations orders, to the extent that such orders apply to assets held in Funding Vehicles other than the RCA Program.
- 4. Preparing an attachment to accompany this Appendix that details the administrative functions allocated to other Vendors or to any other entities.

#### DUTIES AND RESPONSIBILITIES OF THE BOARD OF BENEFIT SERVICES

The Board has been allocated functions relating to assets held in the RCA Program. The following administrative functions have been allocated to the Board, or its designee:

- 1. Processing requests for benefits under the Plan.
- 2. Assisting the Employer in performing contribution limits testing under Code Sections 402(g), 414(v) and 415(c), to the extent the Board receives complete and accurate information.
- 3. Providing the notice required under Code section 402(f) to Employees who are eligible to receive distributions from the Plan.
- 4. Administering loans and hardships in accordance with applicable rules and regulations and based on information from the Employer regarding investments with other Vendors.
- 5. Processing corrective distributions of excess deferral contributions and tracking and reporting and/or distributing excess 415(c) contributions in accordance with applicable IRS regulations, but only to the extent such excess deferrals or excess contributions have been identified by the Employer or a designated representative of the Employer.
- 6. Withholding and reporting any federal and state taxes on any distributions made directly to any Participant and/or his Beneficiaries, as appropriate.
- 7. Providing quarterly statements to Employees summarizing the activity of the Employee's Account during each calendar quarter.
- 8. Providing notification to Employees who have reached the applicable age for required minimum distribution purposes that they may be required to take required minimum distributions and calculate and distribute such amounts as may be required under the Plan and the Internal Revenue Code.
- 9. Selecting and monitoring the performance of the investment funds available for investment direction by Participants in the RCA Program.
- 10. Determining that any transfers and rollovers comply with applicable requirements and limitations.

- 11. Determining the status and acceptability of domestic relations orders or qualified domestic relations orders to the extent that such orders apply to assets held in the RCA Program.
- 12. Determining whether an Employee is Disabled.
- 13. If the Employer has other 403(b) Vendors or 403(b) plans, coordinating with the Employer to the extent necessary to comply with the requirements of the Code and the applicable Treasury Regulations.
- 14. Performing any required nondiscrimination testing to the extent that the Employer provides the necessary information to the Board.