

TAX DEFERRED SOLUTIONS

403(B) PLAN

ADOPTION AGREEMENT

This document has not been amended to reflect specific provisions of applicable state law. Each adopting entity should review its local and state law requirements before either adopting the 403(b) Plan or executing this Adoption Agreement.

Tax Deferred Solutions and its affiliates do not provide tax or legal advice. This specimen document is for the use of the Employer's tax or legal advisors.



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This adoption agreement is only to be used in conjunction with the Tax Deferred Solutions Public School District, Church or Qualified Church-Controlled Organization Plan Document: Document number 403(b) Plan document 01.

VOLUME SUBMITTER:

Tax Deferred Solutions
6939 Sunrise Blvd, Suite 250
Citrus Heights, CA 95610
866-446-1072

ADOPTION AGREEMENT

Part I: Adopting Entity

Name of Employer:

Address:

City:

State:

Zip:

Employer Phone Number:

Employer Fax Number:

Contact Name:

Email Address:

Employer's Tax ID (EIN):



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Employer
Eligibility
(check one):

The Employer is:

- ☐ A Public School
(a State-sponsored educational organization as described in section 170(b)(1)(A)(ii) of the Internal Revenue Code)
- ☐ A Tax Exempt Organization
(A tax exempt organization described in IRC 501(c)(3), which is exempt from tax under IRC 501(a) [Note-This would include a Church or Qualified Church Organization as described under IRC 3121(W)(3)(A) & IRC 3121(W)(3) (B).])

Related Employers
(check one):

For purposes of eligibility to participate in and contribute to the Plan:

- ☐ "Employer" includes Related Employers that are eligible employers within the meaning of section 1.403(b)-2(b)(8) of the Internal Revenue Code
- ☐ "Employer" includes Related Employers that are eligible employers within the meaning of section 1.403(b)-2(b)(8) of the Internal Revenue Code Except:

Related Employer: _____

Related Employer: _____

- ☐ "Employer" includes Related Employers identified below that are eligible employers within the meaning of section 1.403(b)-2(b)(8) of the Internal Revenue Code

Related Employer: _____

Related Employer: _____

- ☐ Employer means only the entity named above. There are no Related Employers.

Part II: Payroll Center Information

Payroll Center Name: _____

Street Address: _____

City: _____

State: _____

Zip: _____



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Payroll Contact Name: _____

Street Address: _____

City: _____

State: _____

Zip: _____

Phone Number: _____

Fax Number: _____

Email Address (*if available*): _____

Frequency of Payroll
(*check one*):

- ☐ Weekly
- ☐ Bi-weekly
- ☐ Monthly
- ☐ Semi-monthly

Part III: Plan Administrator

Plan Administrator: _____

Address: _____

City: _____

State: _____

Zip: _____

Phone Number: _____

Fax Number: _____

Contact Name: _____

E-mail Address: _____

Part IV: Plan Information

Effective Date: (Note: The effective date of the Plan cannot be a date earlier than January 1, 2009)

☐ This Plan is being established by the Employer as a new Plan, effective:

☐ This Plan amends and restates the Plan previously established by the Employer and is effective:

☐ The Plan was originally established by the Employer effective (A written plan document has been required as of January 1, 2009): _____

Plan Name: _____

Plan's Trust Tax ID (EIN): (if different from Employer's Tax ID)

Plan Year:

(a) The Plan Year is (a twelve month period – e.g., Jan. 1 – Dec. 31):

January 1 to December 31

(b) For new plans, the initial Plan Year will be: (may be less than twelve month period – e.g., Oct. 1 – Dec. 31)

Plan Status (check one):

For Non-Discrimination Requirement purposes, the Plan is:

☐ A Public School Governmental Plan
(As described in section 414(d) of the Internal Revenue Code)

☐ A Church Plan (as described in section 3121(w)(3)(A) of the Internal Revenue Code as exempt from non-discrimination requirements)

☐ A Qualified Church-Controlled Organization (as described in section 3121(w)(3)(B) of the Internal Revenue Code)

Part V: Eligibility and Participation

Eligible Employees:

(a) The following Employees of the Employer shall be eligible to participate in the Plan (*check one*):

- ☐ All Employees
- ☐ All Employees except the following excluded classes:
 - ☐ Employees who are eligible under another section 403(b) plan of the Employer which permits an amount to be contributed or deferred at the election of the Employee.
 - ☐ Employees who are eligible under a section 457(b) eligible governmental plan of the Employer which permits an amount to be contributed or deferred at the election of the Employee.
 - ☐ Employees who are eligible to make a cash or deferred election (as defined at section 401(k)-1(a)(3) of the Internal Revenue Code) under a section 401(k) plan of the Employer.
 - ☐ Employees who are nonresident aliens described in section 410(b)(3)(C) of the Internal Revenue Code.
 - ☐ Employees who are students performing services described in section 3121(b)(10) of the Internal Revenue Code. (If any employee within this category is allowed to participate in the Plan then all employees in the category must be allowed to participate in the Plan.)
 - ☐ Employees who normally work fewer than 20 hours per week.

Note: An Employee normally works for fewer than 20 hours per week if, for the 12-month period beginning on the date the Employee's employment commenced, the Employer reasonably expects the Employee to work fewer than 1,000 hours of service (as defined under section 410(a)(3)(C) of the Internal Revenue Code) in such period, and, for each Plan Year ending after the close of that 12-month period, the Employee has worked fewer than 1,000 hours of service in the preceding 12-month period. Under this provision an Employee who works 1,000 or more hours of service in the 12-month period beginning on the date the Employee's employment commenced or in a Plan Year ending after the close of that 12-month period shall then be eligible to

participate in the Plan. Once an Employee becomes eligible to have Elective Deferrals made on his or her behalf under the plan under this standard, the Employee cannot be excluded from eligibility to have Elective Deferrals made on his or her behalf in any later year under this standard.

(If any employee within this category is allowed to participate in the Plan then all employees in the category must be allowed to participate in the Plan.)

The following exclusion is available only to Church or Qualified Church Controlled Organizations:

- ☐ Employees from the following categories (The employee category must be definitively described in a manner that satisfies the definite written program rules under section 1.403(b)-3(b)(3) of the Internal Revenue Code):

Employee Category: _____

Employee Category: _____

(b) Compensation Reduction Election (check one):

- ☐ The Plan has no minimum deferral amount.
- ☐ The minimum deferral amount will be \$_____ (no higher than \$200.00)

PART VI: INCLUDIBLE POST SEVERANCE COMPENSATION

The following Post-Severance Compensation shall be includible compensation:

- ☐ A cash-out of accrued but unused leave of the following type:

- ☐ sick,
- ☐ vacation
- ☐ other (describe) _____

(the leave must have been able to be used if the severance had not occurred)

- ☐ A distribution from a nonqualified deferred compensation plan that would have been payable at the time the distribution was made, whether or not there was a severance
- ☐ Salary continuation payments for disabled participants
- ☐ Salary continuation payments for participants in military service.

PART VII: DEFERRALS AND CONTRIBUTIONS

Employer Contributions

a. Employer Contributions

☐ Will be made to the plan as follows: [This entry must satisfy the definite written program rules of IRC 1.403(b)-3(b)(3)] _____

☐ Are discretionary and may be made to the Plan based on bargaining unit agreement(s) identified as follows: [The agreement must satisfy the definite written program rules of IRC 1.403(b)-3(b)(3)] _____

☐ Will not be made to the Plan

b. The entry date for Employer contributions shall be:

☐ The date the employee becomes eligible under the Plan

☐ Other date (insert a definite and determinable date): _____

c. Matching Contributions

1. Matching Contributions

☐ Will (*continue to section VII b 2*)

☐ Will not (*continue to section VII c*)

be made to the Plan.

2. The Employer will make Matching Contributions to the Plan on behalf of (Select one):

☐ All Participants

☐ All Participants except the following:

☐ Employees who have not attained the age of _____ (The minimum age must not exceed 21 years of age.)

☐ Employees who have not completed _____ year(s) of Eligibility Service. (This service requirement must not exceed one year of service unless two years of service is required and full and immediate vesting is elected.)

3. The Employer shall contribute and allocate to each Participant's Matching Contribution Account an amount equal to:

☐ _____ (not more than 100) percent of the Participant's Elective Deferrals.

☐ _____ (not more than 100) percent of the Participant's After-Tax Employee Contributions.

☐ A flat dollar matching amount as listed below:

Employee Contribution Amount:

\$_____ ☐ Annually ☐ Per Pay Period ☐ Other

Employer Matching Contribution Amount:

\$_____ ☐ Annually ☐ Per Pay Period ☐ Other

4. The Employer shall not match amount provided in section VII(c)(3) in excess of:

☐ _____ (a flat dollar matching amount), or

☐ _____ % of the Participant's Compensation.

5. The entry date for Employer matching contributions shall be:

☐ The date the employee becomes eligible under the Plan

☐ Other date (insert a definite and determinable date):

d. Vesting:

Contributions to the plan shall be vested as follows:

☐ All employer contributions shall be immediately and fully vested.

☐ Contributions shall vest according to the schedule below (This schedule must be at least as favorable at every interval for a participant as the 6 year graded vesting schedule provided under section 411 of the Internal Revenue Code.):

Number of Years the Employee has <u>Participated in the Plan</u>	<u>Employee contributions</u>	<u>Employer Contributions</u>
--	-------------------------------	-------------------------------

Year 1	100% vested	_____ % vested.
Year 2	100% vested	_____ % vested.
Year 3	100% vested	_____ % vested.
Year 4	100% vested	_____ % vested.
Year 5	100% vested	_____ % vested.

e. Section 4.1.2, Special Section 403(b) Catch-up Limitation for Employees with 15 Includible Years of Service

☐ Shall apply

☐ Shall not apply

f. Section 4.1.3, Age 50 Catch-up Contributions

☐ Shall apply

☐ Shall not apply

g. Annual Additions

If the Participant is covered under another section 403(b) plan of the Employer, other than a section 403(b) prototype plan:

☐ The provisions of section 4.1.5 and 4.1.6 will apply as if the other plan were a section 403(b) prototype plan

☐ Employer provides the following method under which the Plan will limit total Annual Additions to the Maximum Annual Additions (the manner must preclude employer discretion)

h. Roth Elective Deferrals

☐ The Plan will accept Roth Elective Deferrals.

☐ The Plan will not accept Roth Elective Deferrals.

i. After-Tax Employee Contributions (not Roth Elective Deferrals)

The Plan

☐ will

☐ will not

accept After-Tax Employee contributions to the extent permitted under the terms governing the applicable Investment Arrangement.

j. Eligible Automatic Contribution Arrangement (EACA)

☐ If checked, the following Eligible Automatic Contribution Arrangement (EACA) provisions of Article 3.3 in the Plan shall apply

1. Covered Employee

Employees covered under the EACA are:

☐ All Participants.

☐ All Participants who do not have an affirmative election in effect regarding Elective Deferrals.

☐ All Participants who become Participants on or after the effective date of the EACA and who do not have an affirmative election in effect regarding Elective Deferrals.

2. Default Percentage

☐ The Default Percentage is ____%.

☐ The initial Default Percentage is ____% and will increase by one percentage point as described in Section 3.3.1.2 of the Plan until the Default Percentage is ____%. Each increase will be effective at the beginning of the Plan Year unless a different date is inserted here: _____.

PART VIII: DISTRIBUTIONS

a. Small Account Balances

☐ The Plan permits distribution of small Account Balances, to the extent permitted under the terms governing the applicable Investment Arrangement.



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- ☐ The Plan does not permit distribution of small Account Balances, to the extent permitted under the terms governing the applicable Investment Arrangement.

b. After-tax Contributions may be distributed

- ☐ At any time
- ☐ At such time as any other contribution under the Plan may be distributed.

PART IX: LOANS

Loan Repayment Method (*check all that apply*)

- ☐ Plan Loans shall be repaid by payroll deductions where allowed by the applicable Investment Arrangement
- ☐ Plan Loans shall be paid by a personal repayment method of the participant where allowed by the applicable Investment Arrangement.

PART X: ROLLOVER CONTRIBUTIONS, TRANSFERS, EXCHANGES

a. Direct Rollovers (*other than Roth Elective Deferrals*):

The Plan will accept a direct rollover of an Eligible Rollover Distribution (Other than Roth Elective Deferrals) from the following plans. Rollovers of after-tax contributions will not be accepted unless otherwise indicated. (*check all that apply or none*):

- ☐ A qualified plan described in section 401(a) or 403(a) of the Internal Revenue Code,
- ☐ including after-tax employee contributions.
- ☐ excluding after-tax employee contributions.
- ☐ An annuity contract described in section 403(b) of the Internal Revenue Code.
- ☐ including after-tax employee contributions.
- ☐ excluding after-tax employee contributions.
- ☐ An eligible governmental plan under section 457(b) of the Code which is maintained by a State.

b. Direct Rollovers of Roth Elective Deferrals:

If the Plan permits Participants to make Roth Elective Deferrals, the Plan may accept a direct rollover of an Eligible Rollover Distribution of the Roth Elective Deferrals from a designated Roth Elective Deferral account under:

- ☐ A qualified plan described in section 401(a) or 403(a) of the Internal Revenue Code.
- ☐ An annuity contract or custodial account described in section 403(b) of the Internal Revenue Code.
- ☐ A section 457(b) plan maintained by a State.

c. Participant Rollover Contributions from Other Plans *(check all that apply)*:

The Plan will accept participant rollovers of eligible Rollover Distributions from:

- ☐ A qualified plan described in section 401(a) or 403(a) of the Internal Revenue Code, excluding after-tax employee contributions.
- ☐ An annuity contract described in section 403(b) of the Internal Revenue Code, excluding after-tax contributions.
- ☐ An eligible plan under section 457(b) of the Internal Revenue Code which is maintained by a State.

d. Participant Rollover Contributions from IRAs:

The Plan

- ☐ will
- ☐ will not

accept a participant rollover contribution of the portion of a distribution from an individual retirement account or annuity described in section 408(a) or 408(b) of the Internal Revenue Code that is eligible to be rolled over and would otherwise be includible in gross income. The Plan will not accept a participant rollover contribution of any portion of a distribution from a Roth IRA described in section 408(A)(b) of the Internal Revenue Code.

e. Transfers

The Plan

- ☐ will
- ☐ will not

accept transfers from other plans.

- ☐ The Plan will permit transfer to other plans for:
 - ☐ All Participants

☐ Former Employees only

☐ The Plan will not permit transfer to other plans.

f. Exchanges

The plan

☐ will

☐ will not

allow exchanges within the Plan.

The plan

☐ will

☐ will not

allow exchanges outside the Plan.

g. Service Credit

The plan

☐ will

☐ will not

allow transfers to purchase service credit.

PART XI: INVESTMENT OF CONTRIBUTIONS

a. Funding Vehicle

The Funding Vehicles for this Plan are (check all that apply)

☐ Annuity Contracts

☐ Custodial Accounts

b. Direction of Investment

The plan

☐ will

☐ will not

allow each participant to direct the investment of his or her account.

If funds have been forwarded to an investment prior to establishing a necessary account:

☐ The Plan will assign _____ as the default investment option designated to receive funds when no direction is provided *(This option is limited to the forms of investment permitted under the Investment Arrangement.)*

☐ The Plan will return the funds.



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PART XII: PLAN EXECUTION

The undersigned authorized signer of the Employer hereby elects to establish or restate the {EMPLOYER} 403(b) PLAN ("Plan Document") as modified by this Adoption Agreement and agrees that these provisions shall be incorporated as part of the Employer's 403(b) Plan and Plan Document.

The Employer certifies that it (1) is an entity as described in Part I of this adoption agreement, (2) has received a copy of the Tax Deferred Solutions Specimen 403(b) Plan, (3) accepts the terms and conditions of such Plan and any related services agreement between it and Tax Deferred Solutions, (4) acknowledges that it has relied upon its own advisors regarding the completion of this Adoption Agreement, (5) understands or has been advised by its own legal and tax advisors of the legal and other tax implications of adopting the Plan, including, but not limited to, the requirements of Code Section 403(b), (6) has had legal counsel review and revise the Plan and Adoption Agreement to ensure that the Plan and Adoption Agreement comply with all applicable state and local law requirements, (7) understands that failure to properly fill out the adoption agreement may result in failure of the plan to satisfy the requirements of 403(b), and (8) understands and acknowledges that Tax Deferred Solutions can amend the plan on behalf of the Employer so that changes in the Code, Regulations, Revenue Rulings, or other guidance published by the Internal Revenue Service, or corrections of prior approved plans, may be applied to all eligible employers that have adopted the Plan. Tax Deferred Solutions will provide such modifications due to any subsequent guidance.

Employer has added, as necessary, any overriding plan language to satisfy section 415 of the Internal Revenue Code because of the required aggregation of multiple plans.

The Employer agrees to inform any future adopting employer of any amendments made to the Plan or of the discontinuance or abandonment of the Plan.

IN WITNESS WHEREOF, the Employer has caused this Adoption Agreement to be executed by a duly authorized representative this 31 day of March, 2020.

Attest: Marin Community College District

Name of Employer

By:

Title:

Greg Nelson/ Assistant Superintendent/Vice President

Acknowledged on behalf of Tax Deferred Solutions in its role as Plan Administrator for the Plan:

By:

Nancy Billings

Title:

Vice President of Compliance

Date:

03/31/2020



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APPENDIX A

Approved Investment Arrangements

Employer authorizes the following Investment arrangements to receive new and ongoing contributions, and if applicable, exchanges and transfers under the Plan. As provided under the Plan, any authorized Investment Arrangement named below agrees to share information necessary for compliance purposes with Employer, a Plan Administrator and/or with any other 403(b) Investment Arrangement as may be required to facilitate compliance with the Plan and all applicable laws and regulations. Each Investment Arrangement is required to maintain records of the funding vehicles offered under the Plan.

Note: Investment Arrangements for Public School Employers in the State of California must be registered and listed on the State of California 'www.403bcompare.com' website.

Vendor Name



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Grandfathered Vendors

Employer authorizes the following Investment Arrangements to receive ongoing contributions for accounts opened and active prior to January 01, 2009 and if applicable, exchanges and transfers under the Plan. Investment Arrangements named below agree to share information necessary for compliance purposes with Employer, a Plan Administrator and/or with any other 403(b) Investment Arrangement as may be required to facilitate compliance with the Plan and all applicable laws and regulations. Each Investment Arrangement is required to maintain records of the funding vehicles offered under the Plan.

Note: Investment Arrangements for Public School Employers in the State of California must be registered and listed on the State of California 'www.403bcompare.com' website.

Vendor Name

Allows for on-going contributions, exchanges and transfers:

Americo Financial Life and Annuity Insurance Company/Great Southern Life Insurance Company
Great American Insurance Group (Annuity Investors Life Insurance Company)
National Health Insurance Company (NHIC)
RBB Funds
United Teachers Associates Insurance Co
MassMutual, through its subsidiary, C.M. Life Insurance Company

Deselected Vendors

Investment Arrangement which have been deselected from the plan and the date each Investment Arrangement was deselected. Investment Arrangement arrangement below are no longer available to receive ongoing contributions or receive transfers or exchanges.

Vendor Name

AIG Annuity Insurance Company
AIG SunAmerica Life Assurance Co
Allianz Life Insurance Company of North America
Ameritas Life Insurance Corp
Athene Annuity and Life Company
Aviva Life Insurance Company
Bankers United Life
Cambridge Investment Research
Citizens Funds
Conseco Insurance Company
CUSO Financial Services, L.P. (CFS)
Diversified Investment Advisors, Inc.
Gabelli Funds
General American Life Insurance Company
Hartford Life Insurance Company
Hewitt Financial Services, LLC
Jefferson National Life Insurance Company
Legend Group; The

Lord Abbett Distributor, LLC
MFS Investment Management
National Health Insurance Company (NHIC)
National Planning Corporation
Nationwide Life Insurance Company
Neuberger Berman Management Inc
Oppenheimer Funds Distributor, Inc
Pacific Funds
Paul Revere Variable Annuity Insurance Company
Pentegra Retirement Services
Principal Mutual Funds
RBB Funds
State Farm VP Management Corp./Broker-Dealer
State Farm Life Insurance Company/Life Insurance
Symetra Life Insurance Company
T. Rowe Price
Transamerica Financial Life Insurance Company
United Teacher Associates Insurance Company
Western Reserve Life Assurance Co. Of Ohio

Adoption Agreement Appendix A Authorized by:

Name of Employer: Marin Community College District

Signature:  Date: March 31, 2020

Printed Name/Title: Greg Nelson/ Vice President

Appendix B

Administrative Appendix

The Employer / Plan Sponsor ("Employer") and Tax Deferred Solutions ("Plan Administrator") hereby agree to the following non-exhaustive list of terms of responsibilities as they pertain to the Employer's 403(b) Plan.

This Appendix contains administrative issues that are required. Appendix B is mandatory and should not be left off nor any of the mandatory provisions altered.

Plan Administrator

The Plan Administrator shall perform the following services as may be required under the terms of the Plan:

- a) **Plan Documentation and Amendments.** The Plan Administrator will provide the Employer with the Plan Document and the Adoption Agreement ("Plan Documents") that adhere to the current regulations regarding 403b Plans or will provide Amendments to the Plan Documents as regulations change or as otherwise requested by the Employer. The "Compliance Program Employer Agreement" between the Employer and Plan Administrator is herein incorporated by reference.
- b) **Information Sharing Agreements.** The Plan Administrator will facilitate proper plan administration with the Investment Arrangements selected and approved within the Plan by the Employer, to provide information sharing agreements, to ensure the Investment Arrangements are adhering to the Plan and IRC regulations and to set up the Plan if the Plan has not previously been initiated under a particular Investment Arrangement. The Plan Administrator will notify the Employer at any time an Investment Arrangement is unable to adhere to the terms of the Plan or IRC regulations.
- c) **Contribution File Review.** The Plan Administrator shall review the contribution file received from the Employer in order to monitor for plan compliance as to allowable contributions, maintaining contribution limits and approved Investment Arrangement utilization.
- d) **Common Remitting Services.** If the Plan Administrator's common remitting services are utilized by the Employer, the Plan Administrator shall remit the contributions once the contributions and the contribution information file(s) have been received in good order in a time and manner agreed upon by both parties and consistent with applicable regulations. The "Common Remitter Employer Agreement" between the Plan Administrator and the Employer is herein incorporated by reference.
- e) **Annual Limits.** The Plan Administrator will advise the Employer or Plan Participants of the annual deferral limits under IRC §402(g) and, if the Plan accepts Employer contributions, of the annual limitations applicable under IRC §415(c). The Plan Administrator will provide calculations to determine eligible contribution limits upon request of any employee or the Employer. The Plan Administrator shall certify the accuracy of any such calculations, based upon information provided to the Plan Administrator by Employer and/or each participant.
- f) **Excess Contributions.** The Plan Administrator will permit and process, with cooperation from Plan Investment Arrangements, corrective distributions of excess deferral contributions and properly track the distribution of excess 415(c) contributions in accordance with applicable IRS regulations where such excess deferrals or excess contributions have been identified by the Investment Arrangement, the Employer or Employer's designated representative.

- g) **Early Retirement Incentives.** The Plan Administrator will review the Employer's early retirement incentive agreements, when provided to the Plan Administrator by the Employer, to determine if contributions under the agreement are allowed into the Plan in accordance with applicable federal and state rules and regulations.
- h) **Loans.** If permitted under the Plan and/or Investment Arrangement, administer loans in accordance with the Plan and all applicable federal and state rules and regulations;
- i) **Distributions.** Administer distributions to the extent permitted by the Investment Arrangements and the Plan in accordance with all applicable federal and state rules and regulations. Enforce distribution restrictions under IRC §403(b);
- j) **Hardship distributions.** If permitted under the Plan and/or Investment Arrangement, administer hardship distributions including (if applicable) notifying Employer of the hardship distribution with instructions for Employer to suspend all elective deferrals by participant to all plans sponsored by Employer for 6 months;
- k) **Transfers and Exchanges.** Administer transfers, exchanges, rollovers or purchases of service credit to the extent permitted under the Plan and/or Investment Arrangement subject to Employer designation of authorized Investment Arrangements;
- l) **Court Orders.** Determine status of court orders as qualified domestic relations orders under IRC §414(p).
- m) **IRS Reporting.** The Plan Administer will issue a 1099 to each participant for any funds, distributions, loan proceed pay outs or returned contributions made directly to the participant in the Plan by the Plan Administrator.
- n) **Tax Audits.** In the event of a tax audit, provide information to the Employer relating to 403(b) accounts held by Plan Investment Arrangements for participants, subject to written authorization by Employer and/or participants (as applicable) including but not limited to:
 - i) Annual listing of total contributions, by Plan Vendors, for each year under audit;
 - ii) Annual listing of all participant distributions for each year under audit;
 - iii) Annual listing of outstanding participant loans for each year under audit;
 - iv) Annual listing of any participant defaulted loans for each year under audit;
 - v) Annual listing of exchanges and transfers processed for each year under audit;
 - vi) Copies of IRS tax reporting information (Forms 1099-R) for all distributions and defaulted loans for each year under audit.

Any information required hereunder shall be provided electronically, in hard copy, or in a manner otherwise mutually agreed upon by Employer and the Investment Arrangement.

- o) **Plan Corrections:** The Plan Administrator will provide documentation and administrative assistance to the Employer in making plan corrections as needed in accordance with Federal and State rules and regulations.

- p) **Termination of the Plan.** The Plan Administrator will administratively assist the Employer in termination of the Plan by providing the following services: determining assets within the Plan, administering distribution of assets, providing documentation to terminate the plan.

EMPLOYER

The Employer shall perform the following services as may be required under the terms of the Plan:

- a) **Eligible Employer.** Certify that Employer qualifies under IRC §403(b) as an organization eligible to offer 403(b) plans to its employees and accepts all liability for this determination. Employer agrees to notify Plan Administrator if it becomes an ineligible organization.
- b) **Primary Contact Person.** Appoint a primary contact person for purposes of implementing, administering and coordinating any issues that may arise with respect to the Plan and provide such information to Investment Arrangements in a timely fashion.
- c) **Determine Eligible Employees.** Determine which employees of the Employer are eligible to participate in the Plan and certify that the 403(b) program will be made available to all eligible employees as required under the terms of IRC §403(b)(12)(A)(ii).
- d) **Provide Annual Notice.** At least twice per year, Employer shall provide written notice to Employees of their right to participate in the Plan, including information on procedures to enroll in the Plan.
- e) **Identify Investment Providers.** Make available to all employees and Plan Administrator a list of authorized Investment Arrangements available under the Plan.
- f) **Transmit Contributions.** If the Plan Administrator's common remitting services are utilized by the Employer, transmit all contributions to Plan Administrator in a time and manner acceptable to both parties and consistent with applicable regulations.
- g) **Employee Contribution Information.** Supply Plan Administrator no less than monthly, in a format that is acceptable to both parties, a file(s) which includes, but is not limited to, the names, personal identification numbers (employee identification number or social security number), applicable investment direction, the dollar amount of the contribution to be allocated to each eligible Employee and the payroll date from which the contribution was made.

Employer will notify Plan Administrator of any change in the salary reduction agreement(s) of a plan participant and will notify Plan Administrator of any contributions the Employer has knowledge were returned by an Investment Arrangement directly to the Employer, plan participant, or to a common remitter for the Employer other than the Plan Administrator.

- h) **Employer Contributions.** If the Employer makes non-elective contributions to an Investment Arrangement, Employer will provide to Plan Administrator information sufficient to direct those contributions, including, but not limited to, the names, personal identification numbers, applicable investment direction, and the dollar amount of the non-elective contribution to be allocated to each eligible plan participant.
- i) **Roth Contributions.** If the Plan includes Roth 403(b) contributions, Employer will provide to Plan Administrator information sufficient to direct those Roth 403(b) contributions separately from the

pre-tax 403(b) deferral contributions including, but not limited to, the names, personal identification numbers, applicable investment direction, and the dollar amount of the Roth contribution to be allocated to each eligible plan participant.

- j) **Catch up provision information.** If catch up provisions are permitted under the Plan, the Employer will provide the Plan Administrator with date of birth, date of hire and historical data needed to properly calculate the maximum allowable contribution for plan participants who are utilizing the "age related" or "catch-up" provisions of IRC §402(g)(7) and/or IRC 414(v).
- k) **Excess Contributions.** If a participant has contributed an amount which exceeds or will exceed the annual deferral limits under Code Section 415, 414(v) or permit excess elective deferrals under Code Section 402(g), the employer will notify the participant that contributions must cease and will cancel the Salary Amendment Agreement of the participant until after the start of the next plan year.
- l) **Provide Information.** Employer will furnish Plan Administrator, in a timely manner, any and all information required by Plan Administrator to fulfill its duties under this Agreement. This shall include but not be limited to information on employment status, date of birth, date of hire, date of termination, information regarding the death of a participant, beneficiary information, Salary Amendment Information or documents, and other information regarding any transactions, such as distributions, loans, exchanges, transfers or withdrawals authorized by Employer or its representative under this Plan or any other Plans within the Employer's control.
- m) **Hardship Distributions.** Upon receipt of information from the Plan Administrator that a participant has taken a hardship distribution, Employer will suspend all elective deferrals by participant to all plans sponsored by Employer for 6 months. Employer will notify the participant of the suspension of elective deferrals and the Employer's procedure for reinstating elective deferrals at the completion of the suspension.
- n) **Early Retirement Incentives.** The Employer will provide to the Plan Administrator copies of any Early Retirement Incentive contracts utilized or to be put into effect by the Employer so that the Plan Administrator can determine and advise the Employer as to whether under the agreement contributions are allowed into the Plan in accordance with Federal and State regulations.
- o) **Tax Audits.** Upon notification from state or federal tax agencies of a request for information or audit, Employer will notify and provide the Plan Administrator with appointment information, tax authority correspondence including meetings, letters, notices or other documents or requests received from the tax authority. Employer will provide any information or documents requested by the Plan Administrator in order for the Plan Administrator to provide assistance to the Employer during the audit in a manner agreed upon by the Employer and Plan Administrator.
- p) **Plan Corrections.** The Employer is responsible for making any necessary corrections under the Plan in a timely manner and in adherence to Federal and State regulations.
- q) **Termination of the Plan.** The Employer must notify the Plan Administrator of their intent to terminate a plan. The Employer will provide the Plan Administrator with any documentation or information needed to terminate the Plan.