

**The Episcopal Church Lay Employees' Defined Contribution Retirement Plan (403(b))**

*New Enrollment*                       *Amendment*

**SECTION I-EMPLOYER INFORMATION**

Organization Name:	
Employer Address:	
City, State Zip:	
Contact Name:	
Employer Phone Number:	Fax Number:
Email Address:	
Employer enrollment/amendment effective date:	

**SECTION II-TYPE OF ORGANIZATION (Check One)**

<input type="checkbox"/> <b>Church</b>	<input type="checkbox"/> <b>Hospital</b>	<input type="checkbox"/> <b>Diocese</b>	<input type="checkbox"/> <b>School</b>	<input type="checkbox"/> <b>Other</b>
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1.     Yes    No    Are you a church or an elementary or secondary school which is controlled, operated or principally supported by a church or are you a seminary? If yes, stop here. You do not need to answer the remaining questions.
  
2.     Yes    No    Do you offer goods, services or facilities for sale, other than on an incidental basis or for a nominal charge, to the general public? If no, stop here. You do not need to answer the next question.
  
3.     Yes    No    Do you normally receive more than 25% of your support from either (I) governmental sources or (II) receipts from admissions, sales of merchandise, performance of services, or furnishing of facilities, in activities which are not unrelated trades or businesses?

If you answer no to question 1 and yes to questions 2 and 3, then you are a Non-Qualified Church-Controlled Organization. As a Non-Qualified Church Controlled Organization, you must provide an annual notice to Eligible Employees notifying them of their right to participate in the plan. In addition, as a Non-Qualified Church Controlled Organization, you will be responsible for performing your own nondiscrimination testing with respect to any Employer contributions and after-tax employee contributions made to the plan.

**SECTION III-CONTRIBUTIONS**

SALARY DEFERRALS

All employees may commence salary deferrals immediately upon their enrollment date or on the first of the month coincident with or following their employment date.

EMPLOYER CONTRIBUTIONS

**Vesting:** Please note that salary deferrals and employer contributions are immediately vested.

**Amount:** Please note that Resolution A138 of the 76<sup>th</sup> General Convention of The Episcopal Church mandates that an employer provide its eligible employees with a minimum 5% employer contribution and 4% employer match effective January 1, 2013. Schools may follow the year-by-year phase-in contribution rate schedule set forth in Resolution C042 of the 77<sup>th</sup> General Convention of The Episcopal Church, which requires full compliance with Resolution A138 by January 1, 2018. Note that Resolution C042 also provides that if a school currently contributes more than the minimum required rates set forth in Resolution C042, the school cannot lower its contribution rate.

- |                                 |  |   |
|---------------------------------|--|---|
| Employer Contribution Percent*: | <input type="checkbox"/> 5%<br><input type="checkbox"/> In accordance with the year-by-year phase-in schedule in Resolution C042<br><input type="checkbox"/> Other _____       | Date employer contribution and/or employer match will begin (if different than effective date provided in Section I): _____ |
| Employer Match Percent*:        | <input type="checkbox"/> Up to 4%<br><input type="checkbox"/> In accordance with the year-by-year phase-in schedule in Resolution C042<br><input type="checkbox"/> Other _____ |   |

Special Instructions (e.g., for one-time discretionary contribution, etc.) (attach additional sheets, if necessary): \_\_\_\_\_

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*\* An employer may elect a different employer contribution percent and/or employer match percent for different groups of employees. The employer must specify which elections apply to which group of employees. Please note that if you are a Non-Qualified Church Controlled Organization, this may impact your nondiscrimination testing, and we recommend that you consult with your attorney.*

**SECTION IV-MINIMUM ELIGIBILITY REQUIREMENTS**

*Please note that all employees may commence salary deferrals immediately upon the start of employment or enrollment. The eligibility requirements set forth in this Section IV must be met in order for an employee to receive the employer contribution and/or employer match specified in Section III above (unless otherwise provided in the Special Instructions).*

SCHEDULED HOURS PER YEAR:

- At least 1,000
- Other (if less than 1,000): \_\_\_\_\_

**EMPLOYER AUTHORIZATION**

By signing below:

1. The employer certifies that it is a not-for-profit organization under Internal Revenue Code section 501(c)(3) and that it will notify The Church Pension Fund if its status changes.
2. The employer acknowledges that it will make timely contributions in accordance with the final Internal Revenue Code section 403(b) regulations. If the employer is delinquent in remitting contributions, it will be the sole responsibility of the employer to remit the delinquent contributions and any lost earnings on those contributions to the plan. The employer acknowledges that it must remit contributions within the required time period even if no invoice or reminder notice is provided to the employer.
3. The employer acknowledges that the responsibility for calculation and payment of the correct contribution amount and monitoring eligibility is not the responsibility of The Church Pension Fund, but solely that of the employer.
4. The employer acknowledges that if it maintains any other 403(b) plan (whether active or frozen) with a vendor(s) other than The Church Pension Fund, the employer is responsible for monitoring the relationship of all of its vendors in order to ensure compliance with Internal Revenue Code section 403(b), including the coordination of loan and contribution limits. Monitoring the relationship of the employer's multiple vendors is not the responsibility of The Church Pension Fund, but solely that of the employer.
5. The employer agrees to complete a new adoption agreement form on a timely basis if any changes are made to Section I, II, III or IV.
6. **If the employer has answered yes to questions 2 and 3 in Section II, the employer will be required to perform nondiscrimination testing with respect to all employees of employers who are considered part of its controlled group and provide annual notices to eligible employees notifying them of their right to participate in the plan.**
7. The employer hereby indemnifies and agrees to hold The Church Pension Fund and its affiliates, the benefit plans maintained by The Church Pension Fund and its affiliates, and all trustees, officers, employees, agents, plan administrators, fiduciaries, representatives, participants and beneficiaries thereof harmless from any and all liability, damages, costs (including, without limitation, attorney's fees and costs of investigations and defense), taxes and penalties arising from any violations of paragraphs 1 through 6 of this Employer Authorization.
8. The employer acknowledges that it is enrolled in a separate plan that is sponsored by The Church Pension Fund. Only The Church Pension Fund may amend the plan (other than any amendment to the terms specified in this Adoption Agreement), and only The Church Pension Fund may designate the investment alternatives available under the plan.

**Employer Authorized Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Notice of Classification (For CPG Use Only)			
QCCO:		NON QCCO:	
DIVISION CODE:		UEID:	
PARTY ID:		PSW ETE:	

**Employer Information**

Employer Name
Work Mailing Address
City
State & Zip

Phone Number
Fax Number
Contact Name
Title

**Primary User**

First & Last Name
Date of Birth (MM/DD)
Date of Hire (MM/DD/YYYY)
Work E-mail Address
Phone

**Secondary User**

First & Last Name
Date of Birth (MM/DD)
Date of Hire (MM/DD/YYYY)
Work E-mail Address
Phone

**Divisional Security**

If you are an employer (i.e. Diocese) that also sends in contributions for other Episcopal Organizations, please list all the organizations below.

Employer Name	Complete Address	BU#

**Usage Terms and Signatures**

**PLAN SPONSOR WEBSTATION USAGE TERMS**

1. **Terms of Access and Use:** Fidelity hereby grants the User a non-transferable license to access the Plan Sponsor WebStation (the "WebStation") in accordance with the terms and conditions described herein. No rights are conveyed to any property, intellectual or tangible, associated with WebStation. The User agrees to use the WebStation in accordance with the terms described herein and will not make it available to any third party without the prior written consent of Fidelity. The "User", as a term herein, includes both the individual user and his or her employer.
2. **Authorization of Directions:** User agrees that Fidelity shall not be under a duty to inquire as to the authority or propriety of any directions given to Fidelity by the User, and Fidelity shall be entitled to act upon the direction of any person whom it reasonably believes to be an authorized representative of the User's employer.
3. **Security of System:** The User shall be responsible for the confidentiality and use of any passwords and other security data, methods and devices issued to or obtained by the User in connection with the use of the WebStation. The User shall comply with the security procedures established by Fidelity for WebStation, including the use of passwords and/or encryption methods. The User agrees to promptly notify Fidelity of any unauthorized use of the system of which it is aware.
4. **Liability of the Parties:** To the extent that WebStation utilizes Internet services to transport data or communications, Fidelity will take reasonable security precautions, but Fidelity disclaims any liability for losses or other damages to the User resulting from interception, alteration or loss of any such data or communications. Fidelity shall not be responsible for, and makes no warranties regarding, the access, speed or availability of Internet or network services.

**Access must be approved by an individual or individuals who are authorized to provide direction to Fidelity under the applicable schedule(s) of the trust or record keeping agreement; or by a designee of such individual(s) who has been authorized to provide direction to Fidelity with respect to WebStation access.**

**Primary New User Signature:**

**Approved by:**

Print	Print
Signature	Signature
Date	Date <span style="float: right;">Title</span>

**Secondary New User Signature:**

**Approved by:**

Print	Print
Signature	Signature
Date	Date <span style="float: right;">Title</span>

<input type="checkbox"/> Approved <input type="checkbox"/> Pending	<b><i>Fidelity Use Only</i></b>
_____ Notes	
Primary User ID Assigned _____	Date Completed _____

Secondary User ID Assigned _____	Date
Completed _____	