

Adoption Agreement

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

New Adoption Amendment

Section I – Employer Information

Institution Name

Client ID

Institution's Physical Address

City

State

Zip

Contact Name

Contact Title

Phone Number

Fax Number

Email Address

Section II – Type Of Organization

1. 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.

Yes No

2. 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.

Yes No

3. 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?

Yes No

If you answer no to question 1 and yes to questions 2 and 3, then you are a non-qualified church-controlled organization (or “**non-QCCO**”); otherwise, you are a church or a qualified church-controlled organization (or “**QCCO**”). As a non-QCCO, you must provide an annual notice to employees eligible to participate in the plan (but who are not yet enrolled) notifying them of their right to participate. This annual notice also must be provided to any new hires throughout the year. In addition, as a non-QCCO, 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 – Effective Date

Plan adoption/amendment effective date (cannot be retroactive):

Section IV – Contributions

Employee Salary Deferrals

In general, all employees who are enrolled in the plan may commence salary deferrals on the first of the month coincident with or following their hire date or, if later, on their enrollment date. Enrollments cannot be retroactive and are limited to the first of the month.

Employer Contributions

Vesting: Employer contributions are immediately vested.

Minimum Scheduled Hours (per year): The eligibility requirement checked off below must be met for an employee to receive the employer contribution and/or employer match specified below (unless otherwise provided in the “Special Instructions” section).

1,000

Other (if less than 1,000): _____

Amount: Please note that General Convention Resolution 2009-A138 mandates that an employer subject to the authority of The Episcopal Church provide its eligible employees with a minimum 5% employer contribution and 4% employer match.

Employer Contribution Percent*: 5%
 Other _____ %

Employer Match Percent*: 4%
 Other _____ %

Special Instructions (e.g., for one-time discretionary contributions, different contribution rates for different groups of employees (or multiple contribution schedules), etc.) (make sure to specify dollar amount(s) or percentage contribution(s), frequency of contributions, and applicable employees’ names; attach additional sheets, if necessary):

* An employer that is a church or a QCCO may elect a different employer contribution percent and/or employer match percent for different groups of employees. Such an employer must specify which elections apply to which group of employees (or list the employees by name) in the Special Instructions section set forth above (or on additional sheets, if necessary). A non-QCCO is **not** permitted to have different contribution rates for different groups of employees because it is subject to nondiscrimination testing.

Section V – Employer Acknowledgments

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 immediately will notify The Church Pension Fund if its status changes.
2. The employer acknowledges that it will make timely contributions in accordance with the Internal Revenue Code and related 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(s). 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 calculating and remitting the correct contribution amounts and monitoring employee 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) and related regulations, 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 on a timely basis if any changes are made to Section III and/or IV and to timely notify The Church Pension Fund if any changes are made to the information provided in Section I and/or II.
6. If the employer has answered no to question 1 and yes to questions 2 and 3 in Section II, the employer understands and agrees that it 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 existing employees (and new hires) 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, beneficiaries, successors, and assigns 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 these Employer Acknowledgments and/or any law applicable to its or its employees' participation in the plan. The provisions of this paragraph shall survive the termination of this Adoption Agreement and/or of the employer's participation in the plan.
8. The employer acknowledges that it has adopted 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 options available under the plan.
9. The employer hereby represents and warrants to The Church Pension Fund that the person executing this Adoption Agreement on behalf of the employer is duly authorized to execute this Adoption Agreement, and this Adoption Agreement constitutes the legal, valid, and binding obligation of such employer, enforceable against such employer in accordance with its terms. A facsimile or PDF copy of this Adoption Agreement containing a signature shall constitute an original document for all purposes. Facsimile, PDF, email, or other electronic execution and delivery of this Adoption Agreement (including through DocuSign) shall constitute valid and binding execution and delivery of this Adoption Agreement.

Employer Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

Submit a completed Adoption Agreement to:

- Online: Go to cpg.org, sign in to My Admin Portal (MAP), and click Document Upload in the Resources section
- Email: admin-assist@cpg.org
- Mail: The Church Pension Fund
19 East 34th Street
New York, NY 10016
Attn: Client Services

If you have any questions, call us at 866-802-6333, Monday to Friday, 8:30 AM to 8:00 PM ET.

Please retain a copy of this completed Adoption Agreement for your records.

For CPG Use Only:

Indemnification Agreement required?

If yes, signed Indemnification
Agreement on file?