**Request for Proposal by**

**WEST CENTRAL SCHOOL CORPORATION**

**Response Due Date: February 27, 2026 by 3:00 PM EST**

## SECTION I: GENERAL INFORMATION AND REQUESTED SERVICES

### 1.1 INTRODUCTION

West Central School Corporation (School) intends to solicit responses to this Request for Proposals (RFP) for qualified organizations to provide record keeper, third party administration, and other retirement plan services. This RFP and addendums are being posted at https://www.wcsc.k12.in.us/ Neither this RFP nor any response submitted hereto are to be construed as a legal offer.

### 1.2 DEFINITIONS AND ABBREVIATIONS

| | |
|---|---|
| Award Recommendation | School's summary to School board of the proposals and suggestion on vendor selection for purposes of beginning contract negotiations. |
| Contract Award | The acceptance of the Award Recommendation by School Board |
| Contractor | The offeror who responds to this solicitation by submitting an offer, to whom the award is made, whose proposal was determined to be the most advantageous to School, and who then enters into a contract with School. |
| Installation | The delivery and physical setup of products or services requested in this RFP |
| Offer or Proposal | An offer as defined in Ind. Code § 5-22-2-17 |
| Offeror or Respondent | An offeror as defined in Ind. Code § 5-22-2-18. School will not consider a proposal responsive if two or more offerors submit a joint or combined proposal. One entity or individual must be clearly identified as the Respondent who will be ultimately responsible for performance of the contract |
| Services | Furnishing of labor, time, or effort not involving the delivery of specific supplies other than printed documents or other items that are merely incidental to the required performance and to be performed as specified in this RFP |

| | |
|---|---|
| Supplies | Equipment, goods, products, and materials as specified in this RFP |
| Total Bid Amount | The amount that the Respondent proposes that represents their total, all - inclusive price. |

## 1.3 AWARDS UNDER THE RFP

It is the intent the award shall be made to the responsible offeror(s) whose proposal is determined in writing to be the most advantageous to School, taking into consideration price and the other evaluation factors set forth in the request for proposal.

## 1.4 SUMMARY OF PRODUCTS & SERVICES

School seeks for Respondents to outline how it would provide record keeper, third party administration, and other retirement plan services upon the following parameters:

- Employee/Participants: see https://www.wcsc.k12.in.us/ for building locations and https://indianagps.doe.in.gov/Summary/Corporation/337 for School demographics
- Plan Specifications: plan documents attached as Exhibit A.
- Product/Service Specifications: services as needed to administer the retirement plans and allow compliance with laws applying to employer's retirement plans
- Response should include an understandable, common format such as services, service descriptions, costs/fees per service, costs/fees per benefit plan, or other monetary metric that is understandable to the review committee

Additional requirements are present in Exhibit A. If School makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of the arrangement, the contract may be canceled.

## 1.5 RFP OUTLINE

| Section | Description |
|---|---|
| General Information and Requested Products or Services | This section provides an overview of the RFP, general timelines for the process, and a summary of the products/services being solicited by School via this RFP |
| Proposal Preparation Instruction | This section provides instructions on the format and content of the RFP including a Letter of Transmittal, Business Proposal, Technical Proposal, and a Cost Proposal |

| | |
|---|---|
| Proposal Evaluation Criteria | This section discusses the evaluation criteria to be used to evaluate Respondents' proposals |

## 1.6 PRE-PROPOSAL CONFERENCE

A pre-proposal conference may be held on the date specified in the Summary of Milestones. At this conference, interested Respondents may ask questions about the RFP. No answers at any time are binding on School and any information provided at the conference are not binding unless later issued in writing.

## 1.7 QUESTION/INQUIRY PROCESS

Questions/Inquiries may be submitted via crowe@wcsc.k12.in.us and must be received by the deadline. The subject line of the email submissions must clearly state the following:

Retirement Plan Services RFP

School will compile a list of any questions/inquiries submitted by Respondents. No Respondent shall rely upon, take any action, or make any decision based upon verbal communications with any School employee. **Inquiries are not to be directed to any board member, employee, or personnel of School.** Such action may disqualify Respondent from further consideration and/or for a contract resulting from this RFP.

If it becomes necessary to revise any part of this RFP, or if additional information is necessary for a clearer interpretation of provisions of this RFP prior to the due date for proposals, an addendum will be posted on School website. If such addenda is necessary, School may extend the due date and time of proposals to accommodate such additional information requirements.

## 1.8 DUE DATE FOR PROPOSALS

Each Respondent must email and then submit three (3) copies of the proposal, including the Transmittal Letter and other related documentation as required in this RFP. All proposals must be delivered and received before the deadline in the Summary of Milestones section to:

Cathy Rowe, West Central School Corporation, PO Box 578, Francesville, IN 47946

*or* via email at **crowe@wcsc.k12.in.us**

Regardless of delivery method, all proposals must be **complete** and identified with the RFP information. School will not accept any incomplete proposals. Any proposal received by School after the deadline will not be considered even if postmarked before the deadline.

School accepts no obligations for costs incurred by Respondents in anticipation of being awarded a contract.

## 1.9 MODIFICATION OR WITHDRAWAL OF OFFERS

Modifications to responses to this RFP may only be made consistent with the submittal of the original response, acceptable to School and clearly identified as a modification. Only Respondent's authorized representative may modify or withdraw its proposal and prior to the deadline.

## 1.10 PRICING

Pricing on this RFP must be firm and remain open for a period of not less than 60 days from the proposal due date.

## 1.11 PROPOSAL CLARIFICATIONS AND DISCUSSIONS, AND CONTRACT DISCUSSIONS

School reserves the right to request clarifications on proposals submitted to School. School also reserves the right to conduct discussions, either oral or written, with Respondents. These discussions could include request for additional information., request for cost or technical proposal revision, etc. Additionally and in conducting discussions, School may use information derived from proposals submitted by competing Respondents if the identity of the Respondent providing the information is not disclosed to others. School will provide equivalent information to all Respondents which have been chosen for discussions. Discussions, along with negotiations with responsible Respondents, may be conducted for any appropriate purpose.

## 1.12 BEST AND FINAL OFFER

School may request best and final offers from those Respondents determined by School to be reasonably viable for contract award. However, School reserves the right to award a contract on the basis of initial proposals received. Following evaluation of best and final offers, School may select for final contract negotiations that are most advantageous to School, considering cost and the evaluation criteria in this RFP.

## 1.13 SITE VISITS

School may request a site visit to a Respondent's buildings and facilities to aid in the evaluation of the Respondent's proposal.

## 1.14 TYPE AND TERM OF CONTRACT

School intends to sign a contract with one or more Respondent(s) to fulfill the requirements in this RFP. The term of the contract shall last for a minimum period of one (1) year from the date of contract execution. There may be one (1) year renewals at School's option.

## 1.15 CONFIDENTIAL INFORMATION

Respondents are advised materials contained in proposals are subject to the Indiana Access to Public Records Act (APRA), and after the contract award, the entire RFP file may be viewed and copied by the public.

## 1.16 TAXES

Proposals should not include any tax from which School is exempt.

## 1.17 GOVERNMENT REGISTRATION

Respondents must possess any required licenses and registrations issued by state, county, and local governmental entities.

## 1.18 COMPLIANCE CERTIFICATION

If awarded a contract, the contractor must comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. Submission of a proposal is a representation and warranty the Respondent and any subcontractors will obtain and maintain all required permits, permissions, licenses, registrations, certifications, accreditations, and approvals, and comply with all employment, labor, EEOC, E-verify, benefit plan, retirement, and insurance statutes, rules, or regulations in the performance of work activities for School. Responses to this RFP serve as a representation neither Respondent nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments, returns, or reports to the State of Indiana. Submission of a proposal is a warranty by the Respondent that it and personnel on School property will have no current, pending or outstanding criminal, civil, or enforcement actions initiated by any governmental entity within the United States. Respondents also by submitting a proposal represents neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into a contract with School by any federal agency or by any department, agency or political subdivision within the United States.

## 1.19 SUMMARY OF MILESTONES

Due to the unpredictable nature of the evaluation period *and* force majeure events, the estimated dates below are subject to change.

**Estimated RFP Dates**

| Activity | Date |
|---|---|
| Publication of RFP | January 21 & January 28 |
| Pre-Proposal Conference | January 28 via Zoom for those requesting invite |
| Deadline to Submit Written Questions | January 28 |

| | |
|---|---|
| Response to Written Questions/RFP Amendments | January 30 |
| Submission of Proposals | February 27, 2026 by 3:00 PM EST |
| ***The dates for the following activities are target dates only. These activities may be completed earlier or later than the date shown.** | |
| Proposal Evaluation | Week of February 27 |
| Proposal Discussions/Clarifications (if necessary) | Week of February 27 |
| Oral Presentations (if necessary) | TBD |
| Best and Final Offers (if necessary) | TBD |
| RFP Award Recommendation | April 2, 2026 board meeting |

## SECTION II: PROPOSAL PREPARATION INSTRUCTIONS

### 2.1 GENERAL

To facilitate the timely evaluation of proposals, the format for proposal submission is as follows:

- Each item requesting information must be addressed in the Respondent's proposal.
- Each item, i.e. Transmittal Letter, Business Proposal, Technical Proposal, Cost Proposal, etc., must be separate standalone electronic files shared electronically or on a USB Thumb Drive.
- Confidential Information must also be clearly marked in a separate folder/file on any included electronic files or USB Thumb Drive.

### 2.2 TRANSMITTAL LETTER

The Transmittal Letter must address the following unless identified as "optional."

2.2.1 Agreement with requirements listed in this RFP

2.2.2 Summary of Ability and Desire to Supply the Required Products or Services

2.2.3 Signature of Authorized Representative

2.2.4 Respondent Notification

Unless otherwise indicated in the Transmittal Letter, Respondents will receive communications and notifications via e-mail to the addresses supplied by Respondents.

2.2.5 Confidential Information

A Respondent may wish to provide the following information if it wishes to claim information is not subject to public disclosure:

- List of documents, or sections of documents, for which statutory exemption to the APRA is being claimed;
- Specify which statutory exception of APRA applies for each document, or section of the document;
- Provide a description explaining the manner in which the statutory exception to the APRA applies for each document or section of the document.
- Provide a separate redacted or public viewing version of the document.

2.2.6 Other Information (Optional)

Any other information the Respondent may wish to briefly summarize relevant to the RFP, Services, and Supplies will be acceptable.

## 2.3 BUSINESS PROPOSAL

The Business Proposal must address the following topics unless identified as "optional."

2.3.1 General (optional)

This section of the business proposal may be used to introduce or summarize any information the Respondent deems relevant to School's successful acquisition of the products and/or services requested in this RFP.

2.3.2 Respondent's Company Structure

The legal entity for Respondent's organization accompanied by documentation from Indiana Secretary of State's office, the types of ventures in which the organization is involved, and a website showing the organization's hierarchy, resources, and services are to be included in this section.

2.3.3 Company Financial Information

This section must include documents to demonstrate the Respondent's financial stability. Examples of acceptable documents include financial statements or federal tax returns for the most recent completed fiscal year. If neither of these can be provided, explain why and include an income statement and balance sheet, for each of the two most recently completed fiscal years.

2.3.4 Integrity of Company Structure and Financial Reporting

This section must include a statement indicating an officer, director, member, manager, or partner of the organization has taken responsibility for the correctness of financial information supplied.

2.3.5 Contract Terms/Clauses

Contract provisions School expects to use with the successful Respondent(s) will be as required under applicable federal/state laws including but not limited to IRS, DOL, etc. laws and regulations applying to School's retirement plans. In your Transmittal Letter please indicate acceptance of these mandatory contract terms. If a clause is not acceptable as worded, suggest alternative wording to address issues raised by that clause. If you require additional contract terms please include them. School reserves the right to reject any requested changes.

2.3.6 References

School should receive references for whom the Respondent has provided products and/or services similar to products and/or services requested in this RFP.

2.3.7 Registration to do Business

If awarded the contract, the Respondent will be required to be registered and in good standing with Indiana governmental entities (e.g. IN Secretary of State, DOR, DWD).

2.3.8 Authorizing Document

Respondent personnel signing the Transmittal Letter must be authorized by the organization to commit the organization contractually.

2.3.9 Subcontractors

The Respondent must signify it will remain responsible for the performance of any obligations that may result from this RFP, and shall not be relieved by the non-performance of any subcontractor. Any Respondent's proposal must identify all subcontractors and describe the contractual relationship between the Respondent and each subcontractor. The combined qualifications and experience of the Respondent and any or all subcontractors will be considered in School's evaluation.

2.3.10 General Information

Each Respondent must enter general information about its operations including contact information.

## 2.4 TECHNICAL PROPOSAL

The Technical Proposal must be divided into understandable sections. Where appropriate, supporting documentation may be referenced by a page and paragraph number.

## 2.5 COST PROPOSAL

In order for the Cost Proposal to be valid, Respondents must provide proposed annual costs for the Services and design, creation, manufacturing, and distribution of any Supplies. Prices must include all labor, materials, supplies, equipment, delivery, shipping, service, and administrative costs.

**Cost Proposal Narrative**
The Respondent should provide a brief narrative in support of each Cost Proposal item. The narrative should be focused on clarifying how the proposed prices correspond directly to the Respondent's Technical Proposal.

**Cost Assumptions, Conditions and Constraints**
The Respondent should list and describe as part of its Cost Proposal any special cost assumptions, conditions, and/or constraints relative to, or which impact, the prices presented on the Cost Schedules.

# SECTION III: PROPOSAL EVALUATION

## 3.1 PROPOSAL EVALUATION PROCEDURE

School has selected personnel to act as a proposal evaluation team. Subgroups of this team will be responsible for evaluating proposals with regard to compliance with RFP requirements. All evaluation personnel will use the evaluation criteria stated in this RFP and allowed under applicable laws. Proposals will be opened so as to avoid disclosure of contents to competing offerors during the process of negotiation. Discussions may be conducted with, and best and final offers obtained from, responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award.

Offerors will be accorded fair and equal treatment with respect to any opportunity for discussion and revisions of proposals. In conducting discussions with an offeror, information derived from proposals submitted by competing offerors may be used in discussion only if the identity of the offeror providing the information is not disclosed to others. School will provide equivalent information to all offerors with which School chooses to have discussions.

When School determines it is in the best interests of School: (1) the solicitation may be canceled or (2) offers may be rejected; in whole or in part as specified in this RFP. Notwithstanding any other law, offers may be opened after the time stated in this RFP if both of the following apply: (1) School makes a written determination that it is in the best interest of School to delay the opening and (2) the day, time, and place of the rescheduled opening is announced at the day, time, and place of the originally scheduled opening. The determinations of School are final and conclusive.

The procedure for evaluating the proposals against the evaluation criteria will be as follows:

3.1.1 Each proposal will be evaluated for adherence to requirements on a pass/fail basis. Proposals that are incomplete or otherwise do not conform to proposal submission requirements may be eliminated from consideration.

3.1.2 Each proposal will be evaluated on the basis of the categories included in Section 3.2.

3.1.3 Based on the results of this evaluation, the qualifying proposal determined to be the most advantageous to School, taking into account all of the evaluation factors, may be selected by School and School for further action, such as contract negotiations. If, however, School decides that no proposal is sufficiently advantageous to School, School may take whatever further action is deemed necessary to fulfill its needs. If for any reason, a proposal is selected and it is not possible to consummate a contract with the Respondent, School may begin contract negotiations with the next qualified Respondent or determine that no such alternate proposal exists or is desirable.

## 3.2 EVALUATION CRITERIA

Proposals will be evaluated based upon the ability of the Respondent to satisfy the requirements of the RFP in a cost-effective manner. If any criteria are found to be inconsistent or incompatible with applicable state or federal laws, regulations, or policies, that criteria will be disregarded and the responses will be evaluated and scored without taking into account such criteria.

**Summary of Evaluation Criteria:**

| Criteria | Points |
|---|---|
| 1. Adherence to Mandatory Requirements | Pass/Fail |
| 2. Management Assessment/Quality (Business and Technical Proposal) | 30 available points |
| 3. Cost (Cost Proposal) | 70 available points |
| **Total** | **100** |

Proposals will be evaluated using the following approach.

Step 1: In this step, proposals will be evaluated only against Criteria 1 to ensure they adhere to the Mandatory Requirements. Any proposals not meeting the Mandatory Requirements will be disqualified, not considered responsive, and/or rejected.

Step 2: Proposals meeting the Mandatory Requirements will then be scored based on Criteria 2 and 3. This scoring will have a maximum possible score. All proposals will be ranked on the basis of

their combined scores for Criteria 2 and 3. This ranking will be used to create a "short list." Any proposal not making the "short list" will not be considered for any further evaluation. Step 2 may include one or more rounds of proposal discussions, oral presentations, clarifications, demonstrations, etc. focused on cost and other proposal elements. Step 2 may include additional "short lists."

Step 3: The short-listed proposals will then be evaluated based on the entire evaluation criteria outlined in this RFP. If School conducts additional rounds of discussions and a BAFO round which lead to changes in either the technical or cost proposal for the short listed Respondents, their scores will be recomputed.

The section below describes the evaluation criteria.

3.2.1 Adherence to Requirements – Pass/Fail
Respondents passing this category move to Phase 2 and proposal is evaluated for Management Assessment/Quality and Price.

The following 2 categories cannot exceed 100 points.

3.2.2 Management Assessment/Quality: **30** available points

Respondent must align with Indiana DOE and School standards and have an Indiana presence to be considered. Those without Indiana offices will not be considered for scoring.

3.2.3 Price: **70** available points

In determining whether an offeror is responsible, School may consider the following factors: (1) The ability and capacity of the offeror to provide the supplies or service; (2) The integrity, character, and reputation of the offeror; (3) The competency and experience of the offeror. In determining whether an offeror is responsive, School may consider the following factors: (1) Whether the offeror has submitted an offer that conforms in all material respects to the specifications; (2) Whether the offeror has submitted an offer that complies specifically with the solicitation and the instructions to offerors; (3) Whether the offeror has complied with all applicable statutes, ordinances, resolutions, or rules pertaining to the award of a public contract.

School expects the contract award will be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to School, taking into consideration price and the other evaluation factors set forth in the request for proposals. Award may be made to more than one (1) offeror whose proposals are determined in writing to be advantageous to School, taking into consideration price and other evaluation factors set forth in the request for proposals. Offers will be received and contracts may be awarded separately or for any combination of a line or a class of supplies or services contained in this RFP.

An offeror does not gain a property interest in the award of a contract by School unless:

(1) the offeror is awarded the contract by School's board; and (2) the contract is completely executed by the offeror and School.

# WEST CENTRAL SCHOOL CORPORATION 401(A) PLAN

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**ADOPTION AGREEMENT #001**
**GOVERNMENTAL PROFIT SHARING NON-STANDARDIZED PLAN**

The undersigned adopting employer hereby adopts this Plan. The Plan is intended to qualify as a tax-exempt plan under Code section 401(a). The Plan is further intended to qualify as a governmental plan under Code section 414(d). The Plan shall consist of this Adoption Agreement, its related Basic Plan Document #02, and any Addendum to the Adoption Agreement. Unless otherwise indicated, all Section references are to Sections in the Basic Plan Document.

***NOTE:*** *Code section 401(k)(4)(B)(ii) prohibits governmental employers from establishing new 401(k) plans. This provision does not apply to governmental 401(k) plans adopted before May 6, 1986.*

## EMPLOYER INFORMATION

***NOTE:*** *An amendment is not required to change the responses in items 1-10 below.*

***NOTE:*** *The Plan Sponsor must be an entity that is eligible to adopt a governmental plan as defined in Code section 414(d).*

1. Name of adopting employer (Plan Sponsor): West Central School Corporation
2. Address: 1850 S. US 421 PO Box 578
3. City: Francesville
4. State: IN
5. Zip: 47946
6. Phone number: 219-567-9161
7. Fax number: _____
8. Plan Sponsor EIN: 35-1141327
9. Plan Sponsor fiscal year end: 06/30
10. State of organization of Plan Sponsor: Indiana

## PLAN INFORMATION

### SECTION A. GENERAL INFORMATION

#### Plan Name/Effective Date

1. Plan Number: 001
2. Plan name:
   a. West Central School Corporation 401(a) Plan
   b. _____
   ***NOTE:*** *A.1 is optional.*
3. **Effective Date**
   a. Original effective date of Plan: 07/01/2026
   b. [ ] This is a restatement of a previously-adopted plan. Effective date of Plan restatement: _____
   ***NOTE:*** *The dates specified above in A.3a or A.3b may not be earlier than the first day of the Plan Year during which the Plan is adopted or amended and restated by the Plan Sponsor.*
4. **Merger Information**
   a. Other Plan name: _____
   b. Merger effective date: _____
   c. Additional merger information: _____
5. **Plan Year**
   a. Plan Year means each consecutive 12-month period ending on 06/30 (e.g. December 31)
   b. [ ] The Plan has a Short Plan Year. The Short Plan Year begins _____ and ends _____
      i. In the event of a Short Plan Year, service conditions will be pro-rated based on months for the following purposes:


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[ ] None
[ ] All purposes (i.e., eligibility, allocation conditions, and vesting)
[ ] Other: _____

***NOTE:*** *The provisions of A.5b apply only in the event of an initial Plan Year. A Short Plan Year for reasons other than the initial Plan Year requires a Plan amendment.*

**6. Limitation Year means:**

**a.** [ X ] Plan Year
**b.** [ ] calendar year
**c.** [ ] Other: _____

***NOTE:*** *If "Other" is selected, the Limitation Year must be a consecutive 12-month period.*

**7. Frozen Plan**

**a.** [ ] The Plan is frozen as to eligibility effective: _____
**b.** [ ] The Plan is frozen as to benefit accruals effective: _____

## Plan Features

**8. Employee Contributions** (Section 4.01)

**a.** Mandatory Employee Contributions (pick-up contributions) are permitted under the Plan:
**i.** [ ] Yes, _____% of Plan Compensation
**ii.** [ ] Yes, salary schedule according to the chart below:
Salary Range Mandatory Employee Contributions
**iii.** [ ] Yes, other fixed method: _____
**iv.** [ X ] No

**b.** Voluntary (After-Tax) Contributions are permitted under the Plan:
**i.** [ ] Yes
**ii.** [ X ] No
**iii.** [ ] Formerly Allowed

**c.** Mandatory After-Tax Employee Contributions are permitted under the Plan:
**i.** [ ] Yes, _____% of Plan Compensation
**ii.** [ ] Yes, salary schedule according to the chart below:
Salary Range Mandatory After-Tax Employee Contributions
**iii.** [ ] Yes, other fixed method: _____
**iv.** [ X ] No

**d.** [ ] Grandfathered 401(k) Contributions adopted by the governmental entity before May 6, 1986 are permitted under the Plan
**e.** [ ] Grandfathered Roth 401(k) Contributions are permitted under the Plan

***NOTE:*** *If **A.8a** is "No", questions regarding Mandatory Employee Contributions are disregarded.*
***NOTE:*** *If other method (A.8a.iii or A.8c.iii) is selected, the method must be objectively determinable and may not be specified in a manner that is subject to Employer discretion.*
***NOTE:*** *The governmental entity adopting the 401(k) feature must be the same Employer as the Plan Sponsor within the meaning of Treas. Reg. section 1.410(b)-9. Code section 401(k)(4)(B)(ii) prohibits governmental employers from establishing new 401(k) plans. This provision does not apply to any 401(k) plan adopted before May 6, 1986.*
***NOTE:*** ***A.8e*** *only applies if **A.8d** is selected.*

**9. Matching Contributions**

Matching Contributions are permitted (Section 4.02):
[ X ] Yes [ ] No
***NOTE:*** *If **A.9** is "No", questions regarding Matching Contributions are disregarded.*

**10. Non-Elective Contributions**

Non-Elective Contributions are permitted (Section 4.03):
[ X ] Yes [ ] No
***NOTE:*** *If "No", questions regarding Non-Elective Contributions are disregarded.*

**11. Plan Features Effective Dates**

**a.** [ X ] There is a special effective date for one or more features specified in A.8 through A.10. The special effective date(s) which occur after the Effective Date specified in A.3 is/are: 07/01/2026
**b.** [ ] A previous plan amendment eliminated one or more of the features specified in A.8 through A.10. Specify any provisions that apply to the eliminated Plan features: _____


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*NOTE: Mandatory Employee Contributions cannot be effective earlier than the date the arrangement was adopted.*

## Compensation

**12. Statutory Compensation**

**a.** Definition of Statutory Compensation (as defined in Article 2 of the Basic Plan Document):

- **i.** [ ] Section 415 Compensation
- **ii.** [ X ] W-2 Compensation
- **iii.** [ ] Withholding Compensation
- **iv.** [ ] Section 415 Safe Harbor Option

**b.** [ X ] Include deemed Code section 125 compensation in definition of Statutory Compensation.

**c.** [ ] Include Post Severance Compensation in definition of Statutory Compensation.

**d.** [ ] Include Post Year End Compensation in definition of Statutory Compensation.

**13. Plan Compensation**

**a.** Definition of Plan Compensation (as defined in Article 2 of the Basic Plan Document) for purposes of allocations will be Statutory Compensation with the following exclusions:

| | | Employee Contributions | Matching Contributions | Non-Elective Contributions | Grandfathered 401(k) Contributions |
|---|---|---|---|---|---|
| **i.** | No Exclusions | [ ] | [ ] | [ ] | [ ] |
| **ii.** | Pay earned before participation | [ ] | [ X ] | [ X ] | n/a |
| **iii.** | Amounts which are contributed by the Employer pursuant to a salary reduction agreement and not includible in the gross income of the Participant under Code sections 125, 402(e)(3), 402(h), 403(b), 132(f) or 457 | [ ] | [ ] | [ ] | [ ] |
| **iv.** | All of the following benefits (even if includable in gross income): reimbursements or other expense allowances, fringe benefits (cash and noncash), moving expenses, deferred compensation, and welfare benefits (Treas. Reg. section 1.414(s)-1(c)(3)) | [ ] | [ X ] | [ X ] | [ ] |
| **v.** | Differential military pay as defined in Code section 3401(h)(2) | [ ] | [ X ] | [ X ] | [ ] |
| **vi.** | Final Paycheck Pay | [ ] | [ ] | [ ] | [ ] |
| **vii.** | Post Severance Compensation | [ ] | [ X ] | [ X ] | [ ] |
| **viii.** | Post Year End Compensation | [ ] | [ X ] | [ X ] | [ ] |
| **ix.** | Other adjustments (e.g., commissions, bonuses, etc.): | [ ] | [ ] | [ ] | [ ] |

***NOTE:*** *If any exclusions are selected which do not meet the safe harbor exclusions as described under Section 414(s) Compensation, the definition of Plan Compensation will cause the Plan to fail to qualify for any contribution safe harbors, such as the permitted disparity allocation or safe harbor contributions.*

***NOTE:*** *If "Other adjustments" is selected, the description must be objectively determinable and may not be specified in a manner that is subject to Employer discretion.*

***NOTE:*** *See Section 4.01(c) for rules regarding elections for bonuses or other special pay.*

**b.** Plan Compensation is determined over the period specified below ending with or within the Plan Year:

- **i.** [ X ] Plan Year
- **ii.** [ ] calendar year
- **iii.** [ ] Plan Sponsor Fiscal Year



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**iv.** [ ] Limitation Year
**v.** [ ] Other 12-month period beginning on: _____ (enter month and day)

### Definitions

**14. Disability**

Definition of Disability

**a.** [ ] The Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months. The permanence and degree of such impairment shall be supported by medical evidence.

**b.** [ **X** ] Under the Social Security Act. The determination by the Social Security Administration that the Participant is eligible to receive disability benefits under the Social Security Act.

**c.** [ ] Inability to engage in comparable occupation. The Participant suffers from a physical or mental impairment that results in his inability to engage in any occupation comparable to that in which the Participant was engaged at the time of his disability. The permanence and degree of such impairment shall be supported by medical evidence.

**d.** [ ] Pursuant to other Employer Disability Plan. The Participant is eligible to receive benefits under an Employer-sponsored disability plan.

**e.** [ ] Under uniform rules established by the Plan Administrator. The Participant is mentally or physically disabled under a written policy.

**f.** [ ] Other: _____

*NOTE: If "Other" is selected, the definition provided must be objectively determinable and may not be specified in a manner that is subject to Employer discretion.*

**15. Choice of Law/State Law**

**a.** Name of state or commonwealth for choice of law (Section 12.05): Indiana

**b.** Enter any state law provisions that apply to the Plan: _____

*NOTE: Only state law and regulations may be entered in A.15b. The Plan may not violate applicable state law.*

## SECTION B. ELIGIBILITY

### Exclusions

**1. The term "Eligible Employee" shall not include (Check items as appropriate):**

| | | Employee Contributions | Matching Contributions | Non-Elective Contributions | Grandfathered 401(k) Contributions |
|---|---|---|---|---|---|
| **a.** | No Exclusions | [ ] | [ ] | [ ] | [ ] |
| **b.** | Union Employees | [ ] | [ ] | [ ] | [ ] |
| **c.** | Leased Employees | [ ] | [X] | [X] | [ ] |
| **d.** | Non-Resident Alien | [ ] | [X] | [X] | [ ] |
| **e.** | Other Employees (Section 3.06(a)): **Employees not classified or under a certified, administrative, or full time (>30 hours/week) position** | [ ] | [X] | [X] | [ ] |

*NOTE: If "Other Employees" is selected, the definition provided must be objectively determinable and may not name a specific individual or be specified in a manner that is subject to Employer discretion.*

**2. Opt-Out**

[ ] An Employee may irrevocably elect not to participate in the Plan.

*NOTE: If the Plan provides for Mandatory Employee Contributions (A.8a.iv is not selected), B.2 shall not apply to Mandatory Employee Contributions.*

### Eligibility Service Rules

**3. Other Employer Service**

[ ] Count service with employers other than the Employer for eligibility purposes. List other employers and indicate for what purposes (e.g.


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Mandatory Employee Contributions, Matching, etc.) the service applies along with any limitations: _____

**4. Special Participation Date**

**a.** [ ] Allow immediate participation for all Eligible Employees employed on a specific date. All Eligible Employees employed on _____ shall become eligible to participate in the Plan as of _____

**b.** [ ] The Plan provides conditions or limitations on immediate participation: _____

***NOTE:*** *Describe the conditions or limitations and indicate for what purposes (e.g. Mandatory Employee Contributions, Matching, etc.) the conditions or limitations apply. The conditions/limitations must be objectively determinable and may not be specified in a manner that is subject to Employer discretion.*

## Eligibility for All Contribution Types

**5. Age Requirement for Plan Participation**

| | | Employee Contributions | Matching Contributions | Non-Elective Contributions | Grandfathered 401(k) Contributions |
|---|---|---|---|---|---|
| **a.** | Age Requirement | n/a | 18 | 18 | n/a |

**6. Service Requirement for Plan Participation**

| | | Employee Contributions | Matching Contributions | Non-Elective Contributions | Grandfathered 401(k) Contributions |
|---|---|---|---|---|---|
| **a.** | No Minimum Service | [ ] | [ ] | [ ] | [ ] |
| **b.** | Completion of _____ Year(s) of Eligibility Service - Elapsed Time | [ ] | [ ] | [ ] | [ ] |
| **c.** | Completion of _____ Hours of Service (not to exceed 1,000) in a ___ month period (not to exceed 12; hours of service failsafe applies) | [ ] | [ ] | [ ] | [ ] |
| **d.** | Completion of **130** Hours of Service (not to exceed 1,000) within a 12-month period. The service requirement shall be deemed met at the time the specified number of Hours of Service are completed | [ ] | [X] | [X] | [ ] |
| **e.** | Completion of _____ month(s) of service - Elapsed Time | [ ] | [ ] | [ ] | [ ] |
| **f.** | Completion of _____ day(s) of service - Elapsed Time | [ ] | [ ] | [ ] | [ ] |
| **g.** | Other: _____ | [ ] | [ ] | [ ] | [ ] |
| **h.** | Additional Requirements: **Any contribution formulas will be outlined in the employment agreement, handbook, and collective bargaining agreement applicable to that participant.** | [ ] | [X] | [X] | [ ] |

***NOTE:*** *If "Other" is selected, the service requirements provided must be definitely determinable and may not be specified in a manner that is subject to Employer discretion.*

***NOTE:*** *Any "Additional Requirements" provided must be objectively determinable and may not be specified in a manner that is subject to Employer discretion.*

**7. Entry Dates**

| | | Employee Contributions | Matching Contributions | Non-Elective Contributions | Grandfathered 401(k) Contributions |
|---|---|---|---|---|---|
| **a.** | Immediate | [ ] | [ ] | [ ] | [ ] |



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| | | | | | |
|---|---|---|---|---|---|
| **b.** | First day of each payroll period | [ ] | [X] | [X] | [ ] |
| **c.** | First day of the calendar month | [ ] | [ ] | [ ] | [ ] |
| **d.** | First day of each Plan quarter | [ ] | [ ] | [ ] | [ ] |
| **e.** | First day of the first month and seventh month of the Plan Year | [ ] | [ ] | [ ] | [ ] |
| **f.** | First day of the Plan Year | [ ] | [ ] | [ ] | [ ] |
| **g.** | Other: | [ ] | [ ] | [ ] | [ ] |

***NOTE:*** *If B.7g is selected, the other entry date must be objectively determinable and may not be specified in a manner that is subject to Employer discretion.*

**8. Entry Timing for Plan Participation**

An Eligible Employee shall become a Participant on the entry date that is:

| | | Employee Contributions | Matching Contributions | Non-Elective Contributions | Grandfathered 401(k) Contributions |
|---|---|---|---|---|---|
| **a.** | Coincident with or next following the date the eligibility requirements are met | [ ] | [X] | [X] | [ ] |
| **b.** | Next following the date the eligibility requirements are met | [ ] | [ ] | [ ] | [ ] |
| **c.** | Coincident with or immediately preceding the date the eligibility requirements are met | n/a | [ ] | [ ] | n/a |
| **d.** | Immediately preceding the date the eligibility requirements are met | n/a | [ ] | [ ] | n/a |
| **e.** | Nearest to the date the eligibility requirements are met | n/a | [ ] | [ ] | n/a |

***NOTE:*** *If B.7a is selected, an Eligible Employee shall become a Participant eligible to make Mandatory Employee Contributions/Voluntary Contributions/Mandatory After-tax Employee Contributions/Grandfathered 401(k) Contributions immediately upon meeting the eligibility requirements.*

### Transfers/Rehires

**9. Transfers/Rehires**

**a.** If an Employee either (1) upon rehire again qualifies as an Eligible Employee (2) or if not previously an Eligible Employee who due to a change in status becomes an Eligible Employee, he shall become a Participant with respect to the contributions for which the eligibility requirements have been satisfied (Section 3.05):

- **i.** **[X]** as of the later of the effective date of such subsequent change of status or the date the Employee meets the eligibility requirements of this Article 3
- **ii.** **[ ]** on the entry date as of the later of the effective date of such subsequent change of status or the date the Employee meets the eligibility requirements of this Article 3

**b.** An individual who has satisfied the applicable eligibility requirements set forth in Article 3 before his rehire date, and who is subsequently reemployed by the Employer as an Eligible Employee shall resume or become a Participant (Section 3.05):

- **i.** **[X]** immediately upon his rehire date with respect to the contributions for which the eligibility requirements of this Article 3 have been satisfied
- **ii.** **[ ]** on the entry date coincident with or next following his rehire date with respect to the contributions for which the eligibility requirements of this Article 3 have been satisfied

## SECTION C. CONTRIBUTIONS

### Voluntary Contributions/Grandfathered 401(k) Contributions

***NOTE:*** *If A.8b is "Yes" or A.8d is selected (Voluntary Contributions or Grandfathered 401(k) Contributions are permitted), an Eligible*


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*Employee who has met the requirements of B.5 through B.7 shall be eligible to make Voluntary Contributions/Grandfathered 401(k) Contributions to the Plan as follows (Section 4.01):*

1. **Minimum and Maximum Employee Contributions**
   - a. **Voluntary Contributions**
     - i. Minimum Voluntary Contribution: _____
     - ii. Maximum Voluntary Contribution: _____
     - iii. Other limits on Voluntary Contributions apply: _____
   - b. **Grandfathered 401(k) Contributions**
     - i. [ ] Minimum Grandfathered 401(k) Contribution: _____% of Plan Compensation
     - ii. [ ] Minimum Grandfathered 401(k) Contribution: $_____ for the following period: _____
     - iii. [ ] Maximum Grandfathered 401(k) Contribution: _____ of Plan Compensation
     - iv. [ ] Other limitations on Grandfathered 401(k) Contributions (specify): _____
   - c. [ ] Allow Participants to make Catch-up Contributions in addition to Grandfathered 401(k) Contributions

***NOTE:*** *C.1a.i,C.1b.i, C.1a.ii and C.1b.iii may not be more than 100% of Plan Compensation.*

***NOTE:*** *If C.1a.iii or C.1b.iv is selected the requirements provided must be objectively determinable and may not be specified in a manner that is subject to discretion.*

***NOTE:****C.1b and C.1c shall not apply if A.8d is not selected (Grandfathered 401(k) Contributions are not permitted).*

2. **Modifications of Voluntary Contributions/Grandfathered 401(k) Contributions**
   - a. Participants modify/start/stop Grandfathered 401(k) Contributions/Voluntary Contribution elections:
     - i. [ ] Each pay period
     - ii. [ ] Monthly
     - iii. [ ] Quarterly
     - iv. [ ] Semiannual
     - v. [ ] Annual
     - vi. [ ] Pursuant to Plan Administrator procedures (at least once each calendar year)
   - b. [ ] Participants may stop an election to contribute at any time.

## Automatic Enrollment

3. **Grandfathered 401(k) - Automatic Enrollment**
   - a. The Plan provides automatic enrollment (Section 4.01(g)) in the following manner:
     - i. [ ] None
     - ii. [ ] Specified amount. The initial amount of the automatic enrollment (as a percentage of pay): _____
     - iii. [ ] Administrative policy. Automatic enrollment amounts shall be determined according to a written administrative policy which is timely communicated to Participants so they have an effective opportunity to elect to receive cash or complete an affirmative election deferring a different amount or no amount.
   - b. [ ] The amount specified in C.3a shall increase in the following manner (e.g., 1% per year to a maximum of 7% with increases occurring on the first day of each Plan Year): _____
   - c. [ ] Delayed automatic enrollment. The traditional automatic enrollment will be deemed elected _____ after the initial satisfaction of the eligibility requirements of Article 3 with respect to Grandfathered 401(k) Contributions (and after effective date of the addition of an automatic enrollment feature for current Participants).
   - d. Indicate who will be eligible to receive automatic contributions:
     - i. [ ] Eligible Employees who have not made a Grandfathered 401(k) Contribution election
     - ii. [ ] All Eligible Employees to the extent that no election was made or their Grandfathered 401(k) Contribution elections are less than the automatic enrollment amount
     - iii. [ ] Other: _____
   - e. If the Plan provides for automatic enrollment and Grandfathered Roth 401(k) Contributions are allowed to the Plan, select whether automatic contributions will be pre- or post-tax:
     - i. [ ] Pre-tax. All Grandfathered 401(k) Contributions made under Section 4.01(g) shall be designated as Pre-tax Grandfathered 401(k) Contributions.
     - ii. [ ] Post-tax. All Grandfathered 401(k) Contributions made under Section 4.01(g) shall be designated as Grandfathered Roth 401(k) Contributions.

***NOTE:*** *For example, if the automatic enrollment amount is 3% for the first year and increases by 1% per year for five years, insert "3%" in the first blank (C.3a.i) and "increase by 1% in the second through sixth year to a maximum of 8%" in the second blank (C.3b).*

***NOTE:*** *The Plan must provide that the initial default contribution is a uniform percentage of Plan Compensation; although the percentage*


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*may vary based on years of service.*

***NOTE:** If the Plan is an EACA (C.4a is selected), the uniform percentage of Plan Compensation is determined after the aggregation/disaggregation rules in Treas. Reg. section 1.414(w)-1(b)(2)(iii), although the percentage may vary as permitted in Treas. Reg. section 1.414(w)-1(b)(2)(ii).*

***NOTE:** C.3b is only applicable if C.3a.ii is selected.*

***NOTE:** C.3c is only applicable if C.3a is selected. C.3c may contain a period of days (90 days, for example) or a specified date (first of the next calendar month, for example).*

***NOTE:** C.3e only applies if A.8e is selected (Roth contributions are allowed to the Plan) and C.3a (automatic enrollment) is selected.*

***NOTE:** If C.3d.iii is selected, the description must be objectively determinable and may not be specified in a manner that is subject to Employer discretion.*

**4. EACA**

**a.** [ ] The Plan intends to be an eligible automatic contribution arrangement (EACA) (Section 4.01(g)(4)(B))

**b.** "Covered Employee" means:

**i.** [ ] All Employees who make an affirmative election shall remain covered Employees within the meaning of Treas. Reg. section 1.414(w)-1(e)(3)

**ii.** [ ] Only Eligible Employees who have not made a Grandfathered Roth 401(k) Contribution election

**c.** [ ] Permissible withdrawals will be allowed, provided they are requested within _____ days after the date of the first contribution under an EACA (no fewer than 30 or more than 90)

***NOTE:** C.4 only applies if C.3 (automatic enrollment) is selected.*

***NOTE:** C.4b only applies if C.3 (automatic enrollment) is selected and C.4a is selected.*

***NOTE:** Covered Employees must receive the notice described in Section 4.01(g)(1).*

## Matching - Allocation Service

***NOTE:** If A.9 is "Yes" (Matching Contributions are permitted), an Eligible Employee who has met the requirements of B.5 through B.7 and who has satisfied the following requirements shall be eligible to receive an allocation of Matching Contributions during the applicable Plan Year):*

**5. Allocation Service Requirements for Matching Contributions**

**a.** [ ] None

**b.** [ **X** ] In order to share in the allocation of Matching Contributions, a Participant is required to complete at least the following number of Hours of Service in the applicable Plan Year 130

**c.** [ **X** ] In order to share in the allocation of Matching Contributions, a Participant is required to be employed by the Employer on the last day of Plan Year

**d.** [ ] In order to share in the allocation of Matching Contributions, a Participant is required to be employed by the Employer on the last day of Plan Year or complete at least _____ Hours of Service in the applicable Plan Year

***NOTE:** C.5b and C.5c are inapplicable if C.5a or C.5d is selected.*

**6. Exceptions to Allocation Service Requirements for Matching Contributions**

**a.** [ **X** ] A Participant whose employment terminates on the last day of the Plan Year is treated as being employed by the Employer on the last day of the Plan Year.

**b.** Modify Hour of Service requirement or last day requirement for a Participant who Terminates employment with the Employer during the Plan Year due to:

**i.** [ **X** ] death

**ii.** [ **X** ] Disability

**iii.** [ ] attainment of Normal Retirement Age

**iv.** [ ] attainment of Early Retirement Age

**c.** Any Hour of Service requirement and last day requirement shall be modified as follows:

**i.** [ **X** ] Waive both the Hour of Service requirement and last day requirement

**ii.** [ ] Waive the Hour of Service requirement only

**iii.** [ ] Waive last day requirement only

**d.** [ **X** ] The following other modifications shall be made to the requirements specified in C.5-7c: Any matching contributions formulas will be outlined in the employment agreement, handbook, and collective bargaining agreement applicable to that participant.

***NOTE:** Other modifications must be specified in a manner that is objectively determinable and may not be specified in a manner that is subject to Employer discretion.*



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## Matching Contribution- Formula

**7. Matched Employee Contribution Inclusions**

The following contributions are Matched Employee Contributions:

**a.** [ ] Grandfathered 401(k) Contributions shall be included in the definition of Matched Employee Contributions

**b.** [ ] Include a Participant's Catch-up Contributions in the definition of Matched Employee Contributions

**c.** [ ] Voluntary Contributions shall be included in the definition of Matched Employee Contributions

**d.** [ ] Mandatory Employee Contributions shall be included in the definition of Matched Employee Contributions

**e.** [ ] Mandatory After-tax Employee Contributions shall be included in the definition of Matched Employee Contributions

**f.** [ X ] Contributions made under the following 403(b) or 457(b) plan(s) of the Employer shall be included in the definition of Matched Employee Contributions: Plan Sponsor's 403(b) plan

***NOTE:*** *If A.8b.i is not selected (Voluntary Contributions are not permitted), C.7c is not applicable; if A.8a.iv is selected (no Mandatory Employee Contributions), C.7d is not applicable; if A.8c.iv is selected (no Mandatory After-tax Employee Contributions), C.7e is not applicable, and if A.8d (Grandfathered 401(k) Contributions are not permitted) C.7a and C.7b are not applicable.*

**8. Matching Contribution Formula**

**a.** [ X ] A discretionary amount. The amount will be allocated:

**i.** [ ] as a uniform percentage of Matched Employee Contributions.

**ii.** [ ] as a flat dollar amount for each Participant.

**iii.** [ X ] based on written instructions provided by the Employer to the Plan Administrator (or Trustee, if applicable) describing (1) how the discretionary Employer Matching Contribution formula will be allocated to Participants (e.g., a uniform percentage of Matched Employee Contributions or a flat dollar amount), (2) the computation period(s) to which the discretionary Employer Matching Contribution formula applies, and (3) if applicable, a description of each business location or business classification subject to separate discretionary Employer Matching Contribution allocation formulas. Such instructions must be provided no later than the date on which the discretionary Employer Matching Contribution is made to the Plan. A summary of these instructions must be communicated to Participants who receive discretionary Employer Matching Contributions. The summary must be communicated to Participants no later than 60 days following the date on which the last discretionary Employer Matching Contribution is made to the Plan for a Plan Year.

**b.** [ ] Fixed rate. The Employer will contribute as a Matching Contribution an amount equal to i. _____% of the Participant's Matched Employee Contributions that are not in excess of ii. _____% of the Participant's Plan Compensation

**c.** [ ] Years of service. See C.9 below

**d.** [ ] Special schedule. Matching Contributions shall be made according to the following schedule: _____

***NOTE:*** *If B.8d is selected, the other schedule must describe a formula from the options already available or a combination thereof (e.g., discretionary rate formula applies to Group A; fixed rate formula applies to Group B), be objectively determinable and may not be specified in a manner that is subject to discretion.*

**9. Years of Service**

**a.** The Matching contribution will be made according to the schedule below:

**i.** _____ Years of service _____% of Matched Employee Contributions

**ii.** _____ Years of service _____% of Matched Employee Contributions

**iii.** _____ Years of service _____% of Matched Employee Contributions

**iv.** _____ Years of service _____% of Matched Employee Contributions

**b.** [ ] Only Matched Employee Contributions that are not in excess of _____% of the Participant's Plan Compensation shall be matched.

**c.** In determining years of service in this C.9, the following service shall be used:

**i.** [ ] Years of Eligibility Service

**ii.** [ ] Years of Vesting Service

**d.** Enter the number of Hours of Service necessary to earn a year of service described in C.9a: _____

**10. Maximum Allocations for Matching Contributions**

**a.** Plan limits Matching Contributions to the following in each Plan Year:

**i.** [ ] Maximum percentage of Plan Compensation: _____%

**ii.** [ ] Maximum dollar amount: $_____

**iii.** [ X ] Other: Additional requirements will be outlined in the employment agreement, handbook, and collective bargaining agreement applicable to the participant

**iv.** [ ] No Maximum

**b.** Apply the dollar limit in C.10:

**i.** [ ] On a Plan Year basis only

**ii.** [ ] Pro rata as of each period specified in C.11a



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*NOTE: If "Other" is selected the requirements provided must be objectively determinable and may not be specified in a manner that is subject to Employer discretion.*

*NOTE: C.10b shall only apply if a maximum dollar amount (C.10a.ii or C.10a.iii) is selected and End of Plan Year (C.11a.i) is not selected.*

**11. Allocation Times for Matching Contributions**

**a.** Fixed Matching Contributions are allocated to Participant Accounts at the following time(s):

- **i.** [ ] End of Plan Year
- **ii.** [ ] Semi-annually
- **iii.** [ ] Quarterly
- **iv.** [ ] Each calendar month
- **v.** [ ] Each pay period
- **vi.** [ X ] At such times as may be determined by the Employer

*NOTE: Any service requirements specified in C.5 through C.6 shall be applied pro rata to the period selected in this C.11. Any last day rule specified in C.5 through C.6 shall be applied as of the end of each period selected in this C.11.*

## Non-Elective Contributions - Service

*NOTE: If A.10 is "Yes" (Non-Elective Contributions are permitted), an Eligible Employee who has met the requirements of B.5 through B.7 and who has satisfied the following requirements shall be eligible to receive an allocation of Non-Elective Contributions during the applicable Plan Year.*

**12. Allocation Service Requirements for Non-Elective Contributions**

- **a.** [ ] None
- **b.** [ X ] In order to share in the allocation of Non-Elective Contributions, a Participant is required to complete at least the following number of Hours of Service in the applicable Plan Year 130
- **c.** [ X ] In order to share in the allocation of Non-Elective Contributions, a Participant is required to be employed by the Employer on the last day of Plan Year
- **d.** [ ] In order to share in the allocation of Non-Elective Contributions, a Participant is required to be employed by the Employer on the last day of Plan Year or complete at least _____ Hours of Service in the applicable Plan Year

**13. Exceptions to Allocation Service Requirements for Non-Elective Contributions**

- **a.** [ X ] A Participant whose employment terminates on the last day of the Plan Year is treated as being employed by the Employer on the last day of the Plan Year.
- **b.** Modify Hour of Service requirement or last day requirement for a Participant who Terminates employment with the Employer during the Plan Year due to:
  - **i.** [ X ] death
  - **ii.** [ X ] Disability
  - **iii.** [ ] attainment of Normal Retirement Date
  - **iv.** [ ] attainment of Early Retirement date
- **c.** Any Hour of Service requirement and last day requirement shall be modified as follows:
  - **i.** [ ] Waive both the Hour of Service requirement and last day requirement
  - **ii.** [ X ] Waive the Hour of Service requirement only
  - **iii.** [ ] Waive last day requirement only
- **d.** [ X ] The following other modifications shall be made to the requirements specified in C.12-13b: Any contribution formulas will be outlined in the employment agreement, handbook, and collective bargaining agreement applicable to that participant.

*NOTE: Other modifications must be specified in a manner that is objectively determinable and may not be specified in a manner that is subject to Employer discretion.*

## Non-Elective Contributions - Formula

**14. Amount of Non-Elective Contributions**

- **a.** [ X ] Discretionary in an amount as determined by the Employer
- **b.** [ ] _____% of total Participant Plan Compensation for the Plan Year
- **c.** [ ] $_____ for the Plan Year
- **d.** [ ] Other: _____

**15. Non-Elective allocation formula.** The Non-Elective Contribution shall be allocated to eligible Participants who have met the requirements of B.5 through B.7 and C.12 through C.13 (Section 4.03):

- **a.** [ ] Pro rata. In the ratio that each Participant's Plan Compensation bears to the Plan Compensation of all eligible Participants.



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**b.** [ ] Points. See C.16.

**c.** [ ] Fixed Amount. In an amount equal to the total Non-Elective Contribution divided by the number of Participants eligible to share in such contribution.

**d.** [ ] Defined Groups. See C.17

**e.** [ ] One Group per Participant. In an amount designated by the Employer to be allocated to each group. For purposes of this C.15e, there shall be one group created for each Participant eligible to receive allocations of Non-Elective Contributions. The contribution shall be allocated to each group in a manner determined by the Employer. The amount allocated to one group need not bear any relationship to amounts allocated to any other group. The Employer shall notify the Plan Administrator in writing of the amount of contributions allocated to each group.

**f.** [ **X** ] Other fixed formula: Any contribution formulas will be outlined in the employment agreement, handbook, and collective bargaining agreement applicable to that participant.

***NOTE:*** *If B.15f is selected, the other fixed formula must describe a formula from the options already available or a combination thereof (e.g., pro rata formula applies to Group A; fixed amount applies to Group B), be objectively determinable and may not be specified in a manner that is subject to Employer discretion.*

**16. Non-Elective Contribution - Points**

If C.15b is selected, the Non-Elective Contribution shall be allocated to eligible Participants who have met the requirements of B.5 through B.7 and C.12 through C.13 in the ratio that such Participant's points bears to the points of all eligible Participants.

Each Participant shall receive to the extent provided in C.16a: (a) the points described in C.16d for each year of age he has attained (as of his birthday during such Plan Year), (b) the points described in C.16c for each Plan Year, including the current Plan Year, during which he was eligible to participate in the Plan after meeting the requirements of Article 3 (regardless of any service or last day requirement in Article 4) applicable to Non-Elective Contributions, and (c) the points described in C.16b for each $_____ of Plan Compensation he has earned for such Plan Year.

**a.** Points will be computed on basis of:

- **i.** [ ] Age, Service and Plan Compensation
- **ii.** [ ] Age and Service
- **iii.** [ ] Age and Plan Compensation
- **iv.** [ ] Service and Plan Compensation
- **v.** [ ] Age Only
- **vi.** [ ] Service Only

**b.** Points awarded for $_____ of Plan Compensation: _____

**c.** Points awarded for each year of participation: _____

**d.** Points awarded for each year of age: _____

***NOTE:*** *C.16b, C.16c and C.16d apply to the extent that C.16a provides points for Plan Compensation, Years of Service or age; respectively.*

**17. Non-Elective Contribution - Defined Groups**

If C.15d is selected, the Non-Elective Contribution shall be allocated to eligible Participants who have met the requirements of B.5 through B.7 and C.12 through C.13 in an amount designated by the Employer to be allocated to each group described in C.17. The contribution for a group shall then be further allocated to the members of such group who are eligible to receive allocations of Non-Elective Contributions in the method as specified in C.17 for such group. The amount allocated to one group need not bear any relationship to amounts allocated to any other group. The Employer shall notify the Plan Administrator in writing of the amount of contributions allocated to each group.

The groups and allocations shall be determined as follows:

**a.** Group One: _____ An amount equal to:

- **i.** [ ] A percentage of Plan Compensation _____
- **ii.** [ ] A fixed dollar amount _____
- **iii.** [ ] the greater of i. or ii.

***NOTE:*** *Groups must be defined in a manner that is objectively determined with no Employer discretion. Groups may not be designed so that the permanency requirement of Treas. Reg. section 1.401-1(b)(2) is violated.*

***NOTE:*** *See Section 3.06 for rules regarding eligibility requirements.*

**18. Determination Period for Non-Elective Contributions**

**a.** Non-Elective Contributions are determined at the following time(s):

- **i.** [ ] End of Plan Year
- **ii.** [ ] Semi-annually
- **iii.** [ ] Quarterly
- **iv.** [ ] Each calendar month
- **v.** [ **X** ] Each pay period

**b.** Minimum and Maximum Non-Elective Contributions



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i. [ ] Allocations of Non-Elective Contributions for a Participant shall be subject to a minimum amount: _____

ii. [ X ] Allocations of Non-Elective Contributions for a Participant shall be subject to a maximum amount: 100%

***NOTE:*** *Any service requirements specified in C.12 through C.13 shall be applied pro rata to the period selected in this C.18a. Any last day rule specified in C.12 through C.13 shall be applied as of the end of each period selected in this C.18a.*

**19. Paid Time Off**

a. [ ] The Employer will contribute a Participant's unused paid time off (vacation or sick leave) as a Non-Elective Contribution to the Plan. Unused paid time off shall be contributed to the Plan:

i. [ ] Each Plan Year

ii. [ ] Upon Termination

b. [ ] The following limitations/conditions shall apply: _____

***NOTE:*** *Any unused paid time off where the Participant has the right to request cash payment is not eligible for contribution to the Plan under this C.19.*

***NOTE:*** *The unused paid time off contributions must be contributed by multiplication of the Participant's current daily rate of pay against the amount of accrued unpaid leave.*

***NOTE:*** *Paid time off contributions must conform with Revenue Rulings 2009-31 and 2009-32.*

**20. Non-Elective Contributions - Disability**

[ ] Allocate Non-Elective Contributions to Disabled Participants who do not meet the allocation service requirements (Section 4.03(d)). Allocations to Disabled Participants end as of the earliest of: (i) the last day of the Plan Year in which occurs the _____ anniversary of the start of the Participant's Disability or (ii) such other time specified in Section 4.03(d).

**21. Collective Bargaining Agreement**

a. [ X ] In addition to the formula selected in C.15, an amount necessary to meet the Employer's requirements under an applicable collective bargaining agreement shall be allocated as follows: Any formulas will be outlined in the employment agreement, handbook, and collective bargaining agreement applicable to that participant.

b. The collective bargaining allocations will offset other Employer contribution allocations that would otherwise be made to a Participant:

i. [ ] Yes - Non-Elective Contributions only

ii. [ ] No

iii. [ X ] Other: Any formulas will be outlined in the employment agreement, handbook, and collective bargaining agreement applicable to that participant.

***NOTE:*** *C.14-18 (amount, timing, maximum and minimum Non-Elective Contributions) will not apply to collectively bargained contributions. Collectively bargained contribution allocation timing, maximums and minimums will be determined under the collective bargaining agreement unless otherwise specified in C.21b.*

## Other Contributions

**22. Prevailing Wage**

a. [ ] The Employer will make a prevailing wage contribution for each Participant who performs an hour or more of service under a public contract subject to the Davis-Bacon Act. The formula for allocating prevailing wage contributions shall be specified in the Prevailing Wage Addendum to the Adoption Agreement. The contribution allocated will be dependent on the Participant's job classification and the hourly rate established:

i. [ ] by the applicable federal, state, or municipal prevailing wage laws.

ii. [ ] in the Prevailing Wage Addendum to the Adoption Agreement.

b. Offset of other contributions:

i. [ ] Any other employer contribution allocations that would otherwise be made to a Participant

ii. [ ] Other: _____

***NOTE:*** *If C.22a.ii is selected, the Prevailing Wage Addendum entry should include job classifications and applicable hourly rates. To the extent the hourly rates established in the Prevailing Wage Addendum result in a smaller contribution than is required under the applicable federal, state, or municipal prevailing wage laws, the Plan Administrator retains the discretion to make the larger contribution as the prevailing wage contribution.*

**23. Rollovers**

Rollover Contributions are permitted (Section 4.04):

a. [ ] No

b. [ ] Yes - All Eligible Employees may make a Rollover Contribution even if not yet a Participant in the Plan

c. [ X ] Yes - Only active Participants may make a Rollover Contribution

d. [ ] Yes - _____ Participants may make a Rollover Contribution



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*NOTE: The Plan Administrator must use its discretion in a consistent and nondiscriminatory manner.*

**24. Deemed IRAs**

[ ] The Plan may accept voluntary contributions to deemed IRAs (Section 4.08)

**25. Death or Disability During Qualified Military Service**

[ X ] For benefit accrual purposes, a Participant that dies or becomes Disabled while performing qualified military service will be treated as if he had been employed by the Employer on the day preceding death or Disability and terminated employment on the day of death or Disability pursuant to Code section 414(u)(9) (Section 6.02).

**26. 415 Additional Language**

[ ] Additional language necessary to satisfy Code section 415 because of the required aggregation of multiple plans: _____.

## SECTION D. VESTING

### Vesting Schedules

**1.** Matching Contribution Account

Vesting Schedule for Matching Contributions:

**a.** [ ] 100%

**b.** [ X ] 5 year cliff

**c.** [ ] Other:

**i.** Other Match Schedule - less than 1 year: _____%

**ii.** Other Match Schedule - 1 years but less than 2 years: _____%

**iii.** Other Match Schedule - 2 years but less than 3 years: _____%

**iv.** Other Match Schedule - 3 years but less than 4 years: _____%

**v.** Other Match Schedule - 4 years but less than 5 years: _____%

**vi.** Other Match Schedule - 5 years but less than 6 years: _____%

**vii.** Other Match Schedule - 6 years but less than 7 years: _____%

**viii.** Other Match Schedule - 7 years but less than 8 years: _____%

**ix.** Other Match Schedule - 8 years but less than 9 years: _____%

**x.** Other Match Schedule - 9 years but less than 10 years: _____%

**xi.** Other Match Schedule - 10 years but less than 11 years: _____%

**xii.** Other Match Schedule - 11 years but less than 12 years: _____%

**xiii.** Other Match Schedule - 12 years but less than 13 years: _____%

**xiv.** Other Match Schedule - 13 years but less than 14 years: _____%

**xv.** Other Match Schedule - 14 years but less than 15 years: _____%

**xvi.** Other Match Schedule - 15 years but less than 16 years: _____%

**xvii.** Other Match Schedule - 16 years but less than 17 years: _____%

**xviii.** Other Match Schedule - 17 years but less than 18 years: _____%

**xix.** Other Match Schedule - 18 years but less than 19 years: _____%

**xx.** Other Match Schedule - 19 years but less than 20 years: _____%

**xxi.** Other Match Schedule - 20 years: 100%

*NOTE: D.1 does not apply if the Plan does not provide for Matching Contributions (A.9 is "No").*

*NOTE: A cliff vesting schedule means no vesting is provided until the participant meets the number of Years of Vesting Service provided in D.1b.*

*NOTE: D.1b and D1c may not be completed with a cliff vesting schedule of more than 15. However, if substantially all Participants are qualified public safety employees within the meaning of Code section 72(t)(10(B) the limit is increased to 20.*

*NOTE: D.1c may provide for a graded vesting schedule of up to 5 to 20 years.*

**2. Non-Elective**

**a.** [ ] 100%

**b.** [ X ] 5 year cliff

**c.** [ ] Other:

**i.** Other Non-Elective Schedule - less than 1 year: _____%

**ii.** Other Non-Elective Schedule -

**xii.** Other Non-Elective Schedule - 11 years but less than 12 years: _____%

**xiii.** Other Non-Elective Schedule -



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1 years but less than 2 years: _____%
**iii.** Other Non-Elective Schedule -
2 years but less than 3 years: _____%
**iv.** Other Non-Elective Schedule -
3 years but less than 4 years: _____%
**v.** Other Non-Elective Schedule -
4 years but less than 5 years: _____%
**vi.** Other Non-Elective Schedule -
5 years but less than 6 years: _____%
**vii.** Other Non-Elective Schedule -
6 years but less than 7 years: _____%
**viii.** Other Non-Elective Schedule -
7 years but less than 8 years: _____%
**ix.** Other Non-Elective Schedule -
8 years but less than 9 years: _____%
**x.** Other Non-Elective Schedule -
9 years but less than 10 years: _____%
**xi.** Other Non-Elective Schedule -
10 years but less than 11 years: _____%
12 years but less than 13 years: _____%
**xiv.** Other Non-Elective Schedule -
13 years but less than 14 years: _____%
**xv.** Other Non-Elective Schedule -
14 years but less than 15 years: _____%
**xvi.** Other Non-Elective Schedule -
15 years but less than 16 years: _____%
**xvii.** Other Non-Elective Schedule -
16 years but less than 17 years: _____%
**xviii.** Other Non-Elective Schedule -
17 years but less than 18 years: _____%
**xix.** Other Non-Elective Schedule -
18 years but less than 19 years: _____%
**xx.** Other Non-Elective Schedule -
19 years but less than 20 years: _____%
**xxi.** Other Non-Elective Schedule -
20 years: 100%

***NOTE:*** *D.2 does not apply if the Plan does not provide for Non-Elective Contributions (A.10 is "No").*
***NOTE:*** *A cliff vesting schedule means no vesting is provided until the participant meets the number of Years of Vesting Service provided in D.2b.*
***NOTE:*** *D.2b and D2c may not be completed with a cliff vesting schedule of more than 15. However, if substantially all Participants are qualified public safety employees within the meaning of Code section 72(t)(10(B) the limit is increased to 20.*
***NOTE:*** *D.2c may provide for a graded vesting schedule of up to 5 to 20 years.*

**3. Other Vesting Schedule**

[ **X** ] The Plan has another vesting schedule:Additional requirements will be outlined in the employment agreement, handbook, and collective bargaining agreement applicable to the participant

***NOTE:*** *The vesting schedule in D.3 is in addition to the vesting schedules in D.1. through D.2*
***NOTE:*** *The other vesting schedule must be definitely determinable and may not be specified in a manner that is subject to Employer discretion.*

## Vesting Service Rules

***NOTE:*** *If D.1a and D.2a are selected (or D.1 or D.2 do not apply) and D.3 is not selected, the remaining options in section D.4-8 are inapplicable.*

**4. Vesting Computation Period**

**a.** [ ] Calendar year
**b.** [ **X** ] Plan Year
**c.** [ ] The consecutive 12-month period commencing on the date the Employee first performs an Hour of Service; each subsequent consecutive 12-month period shall commence on the anniversary of such date
**d.** [ ] Other: _____

***NOTE:*** *D.4d must be based on creditable years of service.*

**5. Other Employer Service**

[ ] Count service with employers other than the Employer for vesting purposes. List other employers for which the service applies along with any limitations: _____

**6. Vesting Exceptions (Section 6.02)**

**a.** [ **X** ] Death. Provide for full vesting for a Participant who Terminates employment with the Employer due to death while an Employee.
**b.** [ **X** ] Disability. Provide for full vesting for a Participant who Terminates employment with the Employer due to Disability while an Employee.
**c.** [ **X** ] Early Retirement. Provide for 100% vesting upon the attainment of Early Retirement Age while an Employee.

**7. Vesting Exclusions**

**a.** [ **X** ] Exclude Years of Vesting Service earned before age 18.
**b.** [ **X** ] Exclude Years of Vesting Service earned before the Employer maintained this Plan or a predecessor plan.


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**8. Vesting Forfeitures**

**a.** Upon termination, nonvested account balances shall be forfeited

**i.** [ X ] as soon as administratively feasible

**ii.** [ ] other timeframe: _____

**b.** Upon receiving a distribution, the nonvested portion of the account shall be forfeited

**i.** [ X ] as soon as administratively feasible

**ii.** [ ] other timeframe: _____

***NOTE:** The other timeframes must be definitely determinable and may not be specified in a manner that is subject to Employer discretion.*

**9. Forfeitures and Re-employment**

**a.** [ X ] forfeited account balances shall be restored and continue to vest (select any of the following if applicable)

**i.** [ X ] only if the period of severance was less than or equal to the following period 5 years

**ii.** [ X ] only to the extent the vested account balance was not distributed

**iii.** [ X ] only to the extent the vested distributed account balance is restored to the Plan

**b.** [ ] forfeited account balances shall not be restored

**10. Use of Forfeitures**

Forfeitures will be used in the following manner (Articles 5 and 6):

**a.** [ X ] Any permissible method described in Section 6.03(d)

**b.** [ ] Other: _____

***NOTE:** If D.10a is selected, forfeitures may be allocated in any manner at the discretion of the Plan Administrator.*

***NOTE:** D.10b is limited to one or a combination of the options described in D.10a, may be used to further restrict the uses of forfeitures, and must be applied in a consistent and nondiscriminatory manner.*

**11. Special Vesting Provisions**

[ X ] Provide for special vesting provisions (e.g., 100% vesting as of a certain date, or to set a different vesting schedule for employees based on division): Additional requirements will be outlined in the employment agreement, handbook, and collective bargaining agreement applicable to the participant

***NOTE:** The special vesting provisions must be definitely determinable and may not be specified in a manner that is subject to Employer discretion.*

## SECTION E. DISTRIBUTIONS

**1. Normal Retirement**

Normal Retirement Age means:

**a.** [ X ] Attainment of age (not to exceed 65): 65

**b.** [ ] Later of attainment of age _____ or the _____ anniversary of Plan participation.

**c.** [ ] Other: _____

***NOTE:** Effective Plan Years beginning on or after the later of (1) January 1, 2015 or (2) the close of the first regular legislative session of the legislative body with the authority to amend the Plan that begins on or after the date that is 3 months after the final regulations are published in the Federal Register, the definition of Normal Retirement Age must satisfy Treas. Reg. section 1.401(a)-1(b) pursuant to IRS Notice 2012-29.*

**2. Early Retirement**

Early Retirement Age means:

**a.** [ ] None. The Plan does not have an early retirement feature.

**b.** [ X ] Attainment of age 59 1/2

**c.** [ ] Later of attainment of age _____ or _____ service.

**d.** [ ] Other: _____

**3. Time of Payment (Other than Death)**

Distributions after Termination of Employment for reasons other than death shall commence (Section 7.02):

**a.** [ X ] Immediate. As soon as administratively feasible with a final payment made consisting of any allocations occurring after such Termination of Employment.

**b.** [ ] End of Plan Year. As soon as administratively feasible after all contributions have been allocated relating to the Plan Year in which the Participant's Account balance becomes distributable.

**c.** [ ] Normal Retirement Age. When the Participant attains Normal Retirement Age.

**d.** [ ] Other: _____

***NOTE:** Any entry in "Other" must comply with Code section 401(a)(9), Section 7.02(e) and other requirements of Article 7.*



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**4. Form of Payment (Other than Death)**

Medium of distribution from the Plan:

a. [ X ] Cash only
b. [ ] Cash or in-kind
c. [ ] Other: _____

**5. Default Form of Payment (Other than Death)**

a. Unless otherwise elected by the Participant, distributions shall be made in the form of:
   i. [ X ] Lump sum only
   ii. [ ] Other: _____
b. In addition to the form described in E.5a, distributions from the Plan after Termination for reasons other than death may be made in the following forms (select all that apply):
   i. [ ] Lump sum only
   ii. [ X ] Lump sum payment or substantially equal annual, or more frequent installments over a period not to exceed the joint life expectancy of the Participant and his Beneficiary
   iii. [ X ] Partial withdrawals - a Participant may withdraw such amounts at such times as he shall elect
   iv. [ ] Other: _____

*NOTE: Any entry in E.5a.ii or E.5b.iv must comply with Code section 401(a)(9), Section 7.02(e) and other requirements of Article 7.*

**6. Permit Distributions as an Annuity**

[ ] Permit distributions in the form of an annuity

*NOTE: If E.6 is selected, a Participant/Beneficiary may elect to have the Plan Administrator apply his entire vested Account toward the purchase of an annuity contract, which shall be distributed to the Participant/Beneficiary. The terms of such annuity contract shall comply with the provisions of this Plan and any annuity contract shall be nontransferable.*

**7. Payment upon Participant's Death**

Distributions on account of the death of the Participant shall be made in accordance with the following:

a. [ ] Pay entire Account balance by end of fifth year for all Beneficiaries in accordance with Sections 7.02(b)(1)(A) and 7.02(b)(2)(A) only
b. [ ] Pay entire Account balance no later than the 60th day following the end of Plan Year in which the Participant dies
c. [ X ] Allow extended payments for all Beneficiaries in accordance with Sections 7.02(b)(1)(A), (B) and (C) and 7.02(b)(2)(A) and (B)
d. [ ] Pay entire Account balance by end of fifth year for Beneficiaries in accordance with Sections 7.02(b)(1)(A) and 7.02(b)(2)(A) and allow extended payments in accordance with Sections 7.02(b)(1)(B) and (C) and 7.02(b)(2)(B) only if the Participant's spouse is the Participant's sole primary Beneficiary
e. [ ] Other: _____

*NOTE: Any entry in "Other" must comply with Code section 401(a)(9), Section 7.02(b) and other requirements of Article 7.*

**8. Beneficiaries**

a. Death benefits when there is no designated beneficiary:
   i. [ X ] In accordance with Section 7.04(b)
   ii. [ ] Other: _____
b. [ X ] A beneficiary designation to a spouse shall be automatically revoked upon the legal divorce of the Participant and the spouse.

*NOTE: If "Other" is selected, must be definitely determinable and may not be specified in a manner that is subject to Employer discretion.*

**9. Force-Out Provisions**

a. [ X ] Maximum force-out amount for purposes of Section 7.03 (not to exceed $5,000): $1000
   i. [ X ] Exclude amounts attributable to Rollover Contributions in determining the value of the Participant's nonforfeitable account balance
   ii. Force-outs will be subject to the automatic rollover provisions of 7.06(c) if over: $1000
b. Force-out of a terminated Participant's Account balance is deferred under Section 7.03(b) until:
   i. [ X ] Later of age 62 or Normal Retirement Age - payment made in a lump sum only
   ii. [ ] Required Beginning Date - Participant may elect payment in a lump sum or installments
   iii. [ ] Required Beginning Date - payment made in a lump sum only

*NOTE: If E.9a is less than $1,000, E.9a.i may not be selected.*

**10. Required Beginning Date**

Required Beginning Date for a Participant:

a. [ X ] Retirement. April 1 of the calendar year following the later of the calendar year in which the Participant attains age 70-1/2 or retires
b. [ ] Age 70-1/2. April 1 of the calendar year following the calendar year in which the Participant attains age 70-1/2
c. [ ] Election. The option provided in E.10a; provided that a Participant may elect to commence distributions pursuant to either E.10a or


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E.10b

## SECTION F. IN-SERVICE WITHDRAWALS

***NOTE:*** *See Section 8.05 for limits on in-service distributions.*

### Retirement/Hardship/Age

**1. Normal/Early Retirement**

**a.** [ **X** ] Allow in-service distributions after attainment of Normal Retirement Age (Section 7.01(b)) from the following Accounts: All vested account balances

**b.** [ **X** ] Allow in-service distributions after attainment of Early Retirement Age (Section 7.01(a)) from the following Accounts: all vested account balances

***NOTE:*** *If the Normal Retirement Age or Early Retirement Age is less than age 59-1/2 and in-service is selected, Grandfathered 401(k) Contributions shall not be eligible for withdrawal until the Participant attains age 59-1/2.*

**2. Hardship**

Hardship withdrawals are allowed as follows (Section 8.01):

**a.** [ **X** ] None

**b.** [ ] All Accounts.

**c.** [ ] Selected Accounts

- **i.** [ ] Mandatory Employee Contribution Account
- **ii.** [ ] Mandatory After-tax Employee Contribution Account
- **iii.** [ ] Matching Account
- **iv.** [ ] Non-Elective Contribution Account
- **v.** [ ] Grandfathered 401(k) Contribution Account
- **vi.** [ ] Voluntary Contribution Account
- **vii.** [ ] Rollover Contribution Account
- **viii.** [ ] Transfer Account
- **ix.** [ ] Other: _____

**d.** The criteria used in determining whether a Participant is entitled to receive a Hardship withdrawal:

- **i.** [ ] Safe Harbor criteria set forth in Section 8.01(b)
- **ii.** [ ] Non Safe Harbor criteria set forth in Section 8.01(c)

**e.** [ ] More flexible Hardship criteria applies to permitted Account(s)

- **i.** [ ] Use criteria specified in Section 8.01(c)
- **ii.** [ ] Use criteria specified in Section 8.01(c) with the following additional criteria or modifications: _____

**f.** [ ] Expand the Hardship criteria to include the Beneficiary of the Participant

**g.** If a Participant may receive a Hardship withdrawal from his Grandfathered 401(k) Contribution Account, permit Hardship withdrawals from the Participant's Grandfathered Roth 401(k) Contribution Account subject to the same terms and conditions as apply to the Participant's Grandfathered 401(k) Contribution Account:

- **i.** [ ] Yes
- **ii.** [ ] Yes - only if the withdrawal from the Grandfathered Roth 401(k) Contribution Account qualifies as a "qualified distribution" within the meaning of Code section 402A(d)(2)
- **iii.** [ ] No

**h.** [ ] Other limitations on Hardship withdrawals: _____

***NOTE:*** *If F.2a is selected, F.2b through F.2h do not apply.*

***NOTE:*** *F.2e only applies if Hardship withdrawals are permitted from Accounts not subject to Treas. Reg. 1.401(k)-1(d) (Accounts specified in F.2cii-vi to the extent applicable and selected above). If F.2e is selected, the requirements of Section 8.01(b)(2) shall not apply, the amount of the hardship distribution may not exceed the Participant's vested interest under the applicable Account and the requirements of Revenue Ruling 71-224 and any superseding guidance shall apply.*

***NOTE:*** *F.2f only applies if the Plan provides for in-service withdrawals on account of Hardship and uses the safe harbor criteria for Hardship determinations. If F.2f is selected, Hardship distributions may be made for a primary Beneficiary for expenses described in Treas. Reg. sections 1.401(k)-1(d)(3)(iii)(B)(1), (3), or (5) (relating to medical, tuition, and funeral expenses, respectively). A "primary Beneficiary" is an individual who is named as a Beneficiary under the Plan and has an unconditional right to all or a portion of the Participant's Account Balance upon the death of the Participant.*

***NOTE:*** *F.2g only applies if A.8d or A.8e is selected, (Grandfathered Roth 401(k) Contributions are permitted).*



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***NOTE:*** *Any limitations in F.2h (such as limits on the number of withdrawals per year or minimum amount of distributions) must be objectively determinable and may not be specified in a manner that is subject to Employer discretion.*

**3. Specified Age and Service**

**a.** In-service withdrawals are allowed on attainment of age 59 1/2 and 5 years service (Section 8.02):

**i.** [ ] None
**ii.** [ X ] All Accounts
**iii.** [ ] Selected Accounts

**b.** If Selected Accounts is selected, specified age and service withdrawals may be made from the following Accounts:

**i.** [ ] Mandatory Employee Contribution Account
**ii.** [ ] Mandatory After-tax Employee Contribution Account
**iii.** [ ] Matching Account
**iv.** [ ] Non-Elective Contribution Account
**v.** [ ] Grandfathered 401(k) Contribution Account
**vi.** [ ] Voluntary Contribution Account
**vii.** [ ] Rollover Contribution Account
**viii.** [ ] Transfer Account
**ix.** [ ] Other: _____

**c.** If a Participant may receive a withdrawal upon the attainment of a specified age and service from his Grandfathered 401(k) Contribution Account, permit such withdrawals from the Participant's Grandfathered Roth 401(k) Contribution Account subject to the same terms and conditions as apply to the Participant's Grandfathered 401(k) Contribution Account:

**i.** [ ] Yes
**ii.** [ ] Yes - only if the withdrawal from the Grandfathered Roth 401(k) Contribution Account qualifies as a "qualified distribution" within the meaning of Code section 402A(d)(2)
**iii.** [ ] No

***NOTE:*** *F.3b only applies if F.3a.iii is selected.*

***NOTE:*** *If F.3a is less than age 59-1/2, Grandfathered 401(k) Contributions shall not be eligible for withdrawal until the Participant attains age 59-1/2.*

***NOTE:*** *F.3c only applies if A.8e is selected (Grandfathered Roth 401(k) Contributions are permitted) and F.3a.ii or F.3a.iii and F.3b.v is selected.*

**4. Specified Age**

**a.** In-service withdrawals are allowed on attainment of age _____(Section 8.02):

**i.** [ X ] None
**ii.** [ ] All Accounts
**iii.** [ ] Selected Accounts

**b.** If Selected Accounts is selected, specified age withdrawals may be made from the following Accounts:

**i.** [ ] Mandatory Employee Contribution Account
**ii.** [ ] Mandatory After-tax Employee Contribution Account
**iii.** [ ] Matching Account
**iv.** [ ] Non-Elective Contribution Account
**v.** [ ] Grandfathered 401(k) Contribution Account
**vi.** [ ] Voluntary Contribution Account
**vii.** [ ] Rollover Contribution Account
**viii.** [ ] Transfer Account
**ix.** [ ] Other: _____

**c.** If a Participant may receive a withdrawal upon the attainment of a specified age from his Grandfathered 401(k) Contribution Account, permit such withdrawals from the Participant's Grandfathered Roth 401(k) Contribution Account subject to the same terms and conditions as apply to the Participant's Grandfathered 401(k) Contribution Account:

**i.** [ ] Yes
**ii.** [ ] Yes - only if the withdrawal from the Grandfathered Roth 401(k) Contribution Account qualifies as a "qualified distribution" within the meaning of Code section 402A(d)(2)
**iii.** [ ] No

***NOTE:*** *F.4b only applies if F.4a.iii is selected.*

***NOTE:*** *If F.4a is less than age 59-1/2, Grandfathered 401(k) Contributions shall not be eligible for withdrawal until the Participant attains age 59-1/2.*

***NOTE:*** *F.4c only applies if A.8e is selected (Grandfathered Roth 401(k) Contributions are permitted) and F.4a.ii or F.4a.iii and F.4b.v is selected.*



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## Other Withdrawals

**5. Withdrawals After Period of Participation**

**a.** [ X ] Matching Contributions (Section 8.03(a)). In-service withdrawals are allowed from a Participant's Matching Contribution Account after 5 years years of Participation

**b.** [ X ] Non-Elective Contributions (Section 8.03(a)). In-service withdrawals are allowed from a Participant's Non-Elective Contribution Account after 5 years years of Participation

***NOTE:*** *F.5a-b may not be less than five.*

**6. Withdrawals After Period of Accumulation**

**a.** [ X ] Matching Contributions (Section 8.03(a)). In-service withdrawals are allowed from a Participant's Matching Contribution Account on funds held for 5 years.

**b.** [ X ] Non-Elective Contributions (Section 8.03(a)). In-service withdrawals are allowed from a Participant's Non-Elective Contribution Account on funds held for 5 years.

***NOTE:*** *F.6a-b may not be less than two.*

**7. At Any Time (Section 8.03(b))**

In-service withdrawals are allowed from the following Accounts at any time:

**a.** [ ] Voluntary Contribution Account

**b.** [ X ] Rollover Contribution Account

**8. Military Distributions**

[ X ] Qualified Reservist Distributions are permitted (Section 8.03(c))

[ X ] Deemed Severance Distributions are permitted (Section 8.03(d))

***NOTE:*** *F.8 only applies to Grandfathered 401(k) Contributions.*

**9. Disability**

[ X ] Allow distributions upon Disability.

***NOTE:*** *If distributions upon Disability is selected, the Grandfathered 401(k) Contribution Accounts may not be distributed unless a severe disability equivalent to A.14a. has occurred. A severe disability equivalent to A.14a is as follows: the Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months. The permanence and degree of such impairment shall be supported by medical evidence.*

**10. Other (Section 8.03(e))**

[ X ] Other in-service distributions are permitted as follows: exchanges, transfers, and rollovers to another qualified plan sponsored by employer

***NOTE:*** *The other in-service distributions described must be definitely determinable and may not be specified in a manner that is subject to Employer discretion.*

**11. Vesting Status for In-service Withdrawals**

[ X ] In-service withdrawals otherwise permitted under Section F are allowed only if the distributing Account is fully vested.

**12. Other Conditions/Limitations**

[ X ] The following limitations, conditions or special rules apply to in-service withdrawals: Additional requirements will be outlined in the employment agreement, handbook, and collective bargaining agreement applicable to the participant

***NOTE:*** *Unless otherwise specified, the limitations will apply to all in-service withdrawals (F.1 through F.10).*

## Grandfathered Roth 401(k) Rollovers and Transfers

**13. In-Plan Roth Rollovers**

**a.** If the Plan allows for Grandfathered Roth 401(k) Contributions, In-Plan Roth Rollovers are permitted (Section 4.04(b)):

**i.** [ ] No

**ii.** [ ] Yes - no limitations

**iii.** [ ] Yes - only if the Plan otherwise allows for the distribution/in-service withdrawal

**iv.** [ ] Yes - all distributions/in-service withdrawals permitted under the Code even if not otherwise provided under the Plan and upon the attainment of age: _____

**v.** [ ] Yes - limitations or conditions apply: _____

**b.** [ ] In-Plan Roth Rollovers are permitted from partially vested accounts

**c.** Indicate method of preserving Code section 411(d)(6) protected benefits:



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i. [ ] Distributions from the In-Plan Roth Rollover Account are permitted at any time
ii. [ ] Preserve existing distributions/in-service withdrawals rights for each Account
iii. [ ] Other: _____

***NOTE:*** *To prevent terminated Employees from taking an In-Plan Roth Rollover or to limit In-Plan Roth Rollovers to a nondiscriminatory class, choose "limitations or conditions apply" and describe the circumstances under which Participants can take an In-Plan Roth Rollover.*
***NOTE:*** *In-Plan Roth Rollovers may only be permitted for eligible distributions that are also eligible rollover distributions (as defined in Code section 402(c)(4)).*
***NOTE:*** *Grandfathered 401(k) Contributions shall not be eligible for withdrawal until the Participant attains age 59-1/2 irrespective of F.13a.iii, an age entered under F.13a.iv, or other limitation under F.13a.v.*

**14. In-Plan Roth Transfers**

If the Plan allows for Roth contributions, In-Plan Roth Transfers are permitted (Section 4.04(c)):

a. [ ] No
b. [ ] Yes
c. [ ] Yes - limitations or conditions apply: _____

***NOTE:*** *Assets included in an In-Plan Roth Transfer will retain the restrictions on distribution the assets had before such transfer.*
***NOTE:*** *Any limitations or conditions in F.14c must be objectively determinable and may not be specified in a manner that is subject to Employer discretion.*

## SECTION G. PLAN OPERATIONS

**1. Permitted Investments**

a. [ ] Plan may invest in life insurance (Section 9.06)
b. [ ] Participants may invest in a Qualifying Longevity Annuity Contract (Section 9.07)

**2. Participant Self-Direction**

a. Specify the extent to which the Plan permits Participant self-direction (Section 9.02):
   i. [ X ] All Accounts
   ii. [ ] Some Accounts
   iii. [ ] None
b. If "Some Accounts" is selected, a Participant may self-direct the following Accounts:
   i. [ ] Mandatory Employee Contribution Account
   ii. [ ] Mandatory After-tax Employee Contribution Account
   iii. [ ] Matching Account
   iv. [ ] Non-Elective Contribution Account
   v. [ ] Grandfathered 401(k) Contribution Account
   vi. [ ] Voluntary Contribution Account
   vii. [ ] Rollover Contribution Account
   viii. [ ] Transfer Account
   ix. [ ] Other: _____
c. [ ] Participants may also establish individual brokerage accounts.
d. [ X ] Participants may exercise voting rights with respect to investments (Section 9.05)

**3. Valuation Date**

Enter Valuation Date:

a. [ ] Last day of Plan Year
b. [ ] Last day of each Plan quarter
c. [ ] Last day of each month
d. [ X ] Each business day
e. [ ] Other: _____ (Must be at least annually).

**4. Plan Administration**

a. Designation of Plan Administrator (Section 10.01):
   i. [ X ] Plan Sponsor
   ii. [ ] Committee appointed by Plan Sponsor
   iii. [ ] Other: _____
b. Establishment of procedures for the Plan Administrator and the Investment Fiduciary (Sections 10.01(c) and 10.02(c)):


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i. [ X ] Plan Administrator and Investment Fiduciary adopt own procedures
ii. [ ] Governing body of the Plan Sponsor sets procedures for Plan Administrator and Investment Fiduciary

**c.** The Trustee is also the Investment Fiduciary (Section 10.02):
i. [ X ] Yes
ii. [ ] No. The Investment Fiduciary is: _____

**d.** Type of indemnification for the Plan Administrator and Investment Fiduciary:
i. [ ] None - the Employer will not indemnify the Plan Administrator or the Investment Fiduciary
ii. [ X ] Standard according to Section 10.06
iii. [ ] Provided pursuant to an outside agreement

**e.** [ ] The following modifications shall be made to the duties of the applicable parties: _____

## SECTION H. MISCELLANEOUS

Failure to properly fill out the Adoption Agreement may result in disqualification of the Plan.

The Plan shall consist of this Adoption Agreement #001, its related Basic Plan Document #02, and any Addendum to the Adoption Agreement.

The adopting Employer may rely on an opinion letter issued by the Internal Revenue Service as evidence that the Plan is qualified under Code section 401 only to the extent provided in Revenue Procedure 2017-41 and any superseding guidance. The Employer may not rely on the opinion letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the opinion letter issued with respect to the Plan and in Revenue Procedure 2017-41 and any superseding guidance. In order to have reliance in such circumstances or with respect to such qualification requirements, application for a determination letter must be made to Employee Plans Determinations of the Internal Revenue Service. The Pre-Approved Plan Provider will inform the adopting Employer of any amendments made to the Plan or of the discontinuance or abandonment of the Plan. The Pre-Approved Plan Provider, CCH Incorporated, DBA ftwilliam.com may be contacted at 525 Junction Road, Ste. 5000 Madison, WI 53717; 800-596-0714.



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## SECTION I. EXECUTION PAGE

The undersigned agree to be bound by the terms of this Adoption Agreement and Basic Plan Document and acknowledge receipt of same. The parties have caused this Plan to be executed this _____ day of _____, 2026.

WEST CENTRAL SCHOOL CORPORATION:

Signature:_____

Print Name: _____

Title/Position:_____



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## EFFECTIVE DATE ADDENDUM

**Use this Addendum to provide any effective dates for Plan provisions other than the Effective Date specified in A.3. Any date entered may not override an effective date required by the Internal Revenue Code, Treasury or other formal guidance. Any date entered may not be before the Effective Date. Use of this Addendum shall not be considered a modification to the Pre-Approved Plan Document.**

7/1/2026



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## CUSTOM LANGUAGE ADDENDUM

**If a 411(d)(6) protected benefit in the Plan or a plan merged into the Plan is not either: (i) available as a provision through the Pre-Approved Plan, or (ii) the subject of a prior determination, advisory, or opinion letter, the Employer cannot rely on the Pre-Approved Plan Provider's opinion letter for qualification with respect to such benefit. If a 411(d)(6) protected benefit in the plan or a plan being merged into the Plan is not permitted in a pre-approved plan, as described in Section 6.03 of Revenue Procedure 2017-41, such provision must be discontinued no later than the date the Employer adopts this Pre-Approved Plan, in the case of a merger, the merger date shall apply only to the extent required under Code Section 411(d)(6).**

**Certain terms and conditions of any employment contract, collective bargaining agreement, and/or policy adopted by school board ("employment agreement") applicable to the retirement benefits offered to participants are incorporated by reference when related to any required employer contributions, eligibility criteria, and vesting schedules. In the event of a conflict between the retirement plan documents and any employment agreement, the terms and conditions of the employment agreement applicable to that participant shall control, however, any conflicting terms within the employment agreement shall not be enforceable if they could cause the Plan to fail to satisfy applicable state and federal requirements including the Internal Revenue Code.**



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## SECURE/CARES/CAA ADDENDUM

**This Addendum is intended as a good faith effort to comply with the requirements of the Further Consolidated Appropriations Act, 2020, including the SECURE Act provisions, the Coronavirus, Aid, Relief and Economic Security (CARES) Act, and the Consolidated Appropriations Act, 2021 (CAA), and corresponding guidance (the "Applicable Law"). This Addendum is to be construed in accordance with the Applicable Law and both the Addendum and the Applicable Law will supersede any inconsistent Plan provisions.**

**OPTIONAL PROVISIONS:**

For each item below, if the check boxes are empty, the *italicized* provision will apply.

1. **Qualified Birth or Adoption Distributions (see Section A. below)**
   ***The Plan does not permit qualified birth or adoption distributions as a separate distribution event.***

   [ ] **Effective _____ (no earlier than 01/01/2020), the Plan permits qualified birth or adoption distributions as a separate distribution event.**

   [ ] **The following limitations and conditions apply: _____.**

2. **Treatment of 2020 RMDs (see Section B. below)**
   ***Effective 01/01/2020, unless the Participant or beneficiary chooses otherwise, a Participant or beneficiary who would have been required to receive a 2020 RMD will not receive this distribution.***

   **Effective _____ (no earlier than 01/01/2020):**

   [ ] **Unless the Participant or beneficiary chooses otherwise, a Participant or beneficiary who would have been required to receive a 2020 RMD will not** receive this distribution.

   [ ] **Unless the Participant or beneficiary chooses otherwise, a Participant or beneficiary who would have been required to receive a 2020 RMD will receive this distribution.**

3. **2020 RMDs as Direct Rollovers (see Section B. below)**
   ***A direct rollover is not offered for 2020 RMDs or Extended 2020 RMDs.***

   **For purposes of the direct rollover provisions of the Plan, the following will be treated as eligible rollover distributions in 2020:**

   [ ] **2020 RMDs.**

   [ ] **2020 RMDs and Extended 2020 RMDs.**

   [ ] **2020 RMDs, but only if paid with an additional amount that is an eligible rollover distribution without regard to Code section 401(a)(9)(I).**

4. **Portability of Lifetime Income Options (see Section F. below)**
   ***The Plan does not permit "qualified distributions" or "qualified plan distribution annuity contracts" of lifetime income investment options.***

   [ ] **The Plan permits "qualified distributions" or "qualified plan distribution annuity contracts" of lifetime income investment options when such investment options are no longer authorized to be held as an investment option under the Plan effective: _____ (no earlier than the plan year beginning after 12/31/2019).**

   [ ] **The following limitations and conditions apply: _____.**



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**STANDARD PROVISIONS:**

**A. Qualified Birth or Adoption Distributions**

To the extent provided above, a Participant may receive a distribution up to $5,000 during the 1-year period beginning on the date on which the Participant's child is born or on which the legal adoption by the Participant of an eligible adoptee is finalized. An eligible adoptee is any individual (other than a child of the Participant's spouse) who has not attained age 18 or is physically or mentally incapable of self-support. The $5,000 maximum is an aggregate amount of such distributions from all plans maintained by the Employer.

**B. Required Minimum Distributions**

In defining Required Beginning Date or determining required minimum distributions, any references to age 70-1/2 are replaced with: age 70-1/2 (for Participants born before 07/01/1949) or age 72 (for Participants born after 06/30/1949).

Notwithstanding other provisions of the Plan to the contrary and if selected above, a Participant or beneficiary who would have been required to receive required minimum distributions in 2020 (or paid in 2021 for the 2020 calendar year for a Participant with a required beginning date of 04/01/2021) but for the enactment of section 401(a)(9)(l) of the Code ("2020 RMDs"), and who would have satisfied that requirement by receiving distributions that are either: (1) equal to the 2020 RMDs, or (2) one or more payments (that include the 2020 RMDs) in a series of substantially equal periodic payments made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancies) of the Participant and the Participant's designated beneficiary, or for a period of at least 10 years ("Extended 2020 RMDs"), may receive those distributions.

**C. Distribution on Account of Death for Certain Eligible Retirement Plans**

Whether before or after distribution has begun, a Participant's entire interest will be distributed to the designated beneficiary by 12/31 of the calendar year containing the tenth anniversary of the Participant's death unless the designated beneficiary meets the requirements of an "eligible designated beneficiary". An "eligible designated beneficiary" may receive distributions over the life of such designated beneficiary. If there is no designated beneficiary as of 09/30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by 12/31 of the calendar year containing the fifth anniversary of the Participant's death.

An "eligible designated beneficiary" is defined as any designated beneficiary who is: (i) the surviving spouse of the Participant; (ii) a minor child of the Participant; (iii) disabled; (iv) a chronically ill individual; or (v) an individual who is not more than 10 years younger than the Participant. The determination of whether a designated beneficiary is an "eligible designated beneficiary" is made as of the date of death of the Participant. If an "eligible designated beneficiary" dies before the portion of the Participant's interest is entirely distributed, the remainder of such portion must be distributed within 10 years after the death of such "eligible designated beneficiary".

**D. Qualified Automatic Contribution Arrangement (QACA)**

If a Qualified Automatic Contribution Arrangement (QACA) feature is elected, the Plan Administrator has the discretion to increase automatic elections subsequent to the initial period up to a maximum limitation of 15% of Plan Compensation.

**E. Safe Harbor Notice**

If the non-elective contribution method is elected for safe harbor plan exemption (including under a Qualified Automatic Contribution Arrangement), effective for Plan years beginning on or after 01/01/2020, the safe harbor notice is not required for satisfying the conditions of Code sections 401(k)(12) or 401(k)(13).

**F. Portability of Lifetime Income Investments**

To the extent provided above, any amounts invested in a "lifetime income investment" may be distributed through either "qualified distributions" or "qualified plan distribution annuity contracts" no earlier than 90 days prior to the date that such "lifetime income investment" may no longer be held as an investment option under the Plan.

The following terms are used in this section:

"Qualified distribution" means a direct trustee-to-trustee transfer described in Code section 401(a)(31)(A) to an eligible retirement plan (as defined in


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Code section 402(c)(8)(B)).

"Qualified plan distribution annuity contract" means an annuity contract purchased for a Participant and distributed to the Participant by a plan or contract described in subparagraph (B) of Code section 402(c)(8) (without regard to clauses (i) and (ii) thereof).

"Lifetime income investment" means an investment option which is designed to provide an employee with election rights which: (a) are not uniformly available with respect to other investment options under the plan, and (b) are to a "lifetime income feature" available through a contract or other arrangement offered under the plan (or under another eligible retirement plan (as so defined), if paid by means of a direct trustee-to-trustee transfer described in Code section 401(a)(31)(A) to such other eligible retirement plan).

"Lifetime income feature" means: (a) a feature which guarantees a minimum level of income annually (or more frequently) for at least the remainder of the life of the employee or the joint lives of the employee and the employee's designated beneficiary, or (b) an annuity payable on behalf of the employee under which payments are made in substantially equal periodic payments (not less frequently than annually) over the life of the employee or the joint lives of the employee and the employee's designated beneficiary.

**G. Disaster or Coronavirus-Related Relief**

Notwithstanding any provision of the Plan to the contrary, the Plan may grant temporary disaster or coronavirus-related relief in compliance with Code sections 1400M and 1400Q, section 15345 of the Food, Conservation, and Energy Act of 2008, section 702 of the Heartland Disaster Tax Relief Act of 2008, section 502 of the Disaster Tax Relief and Airport and Airway Extension Act of 2017, section 11028 of the Tax Cuts and Jobs Act of 2017, section 20102 of the Bipartisan Budget Act of 2018, subtitle II of Division Q of the Further Consolidated Appropriations Act, 2020, section 2202 of the Coronavirus, Aid, Relief and Economic Security Act, and Title III of Division EE of the Consolidated Appropriations Act, 2021 ("Applicable Law"). This Section only applies to the extent the Plan has provided some or all of the relief listed below in compliance with Applicable Law.

A. Qualified Distributions

I. "Qualified Distribution" means a distribution to a qualified individual within the applicable time periods as defined in the relevant sections of Applicable Law which may not exceed $100,000 in aggregate from all plans maintained by the Employer.

II. If the Plan permits rollover contributions, at any time during the 3-year period beginning on the day after the Qualified Distribution was received, an individual may contribute as a rollover to the Plan an aggregate amount that does not exceed the amount of the Qualified Distribution.

III. If the Plan permits rollover contributions, an individual who received a withdrawal for the purchase of a home, but could not use the withdrawal amount due to the disaster, may contribute as a rollover to the Plan an aggregate amount that does not exceed the amount of the withdrawal amount within the applicable time periods as defined in the relevant sections of Applicable Law.

B. Expanded Loan Provisions

I. The maximum loan limit under Code section 72(p)(2)(A) may be applied by substituting "$100,000" for "$50,000" and substituting "the present value" for "one-half the present value" under the Loan Procedures for a qualified individual within the applicable time periods as defined in the relevant sections of Applicable Law.

II. The loan repayment may be delayed for 1 year for a qualified individual within the applicable time periods as defined in the relevant sections of Applicable Law.

III. Subsequent repayments will be adjusted to reflect the 1-year delay and any interest accrued during such delay.

IV. The 1-year delay will be disregarded in determining the 5-year maximum term of loans under Code section 72(p)(2)(B) and (C).

**H. Difficulty of Care Payments Included in Statutory Compensation**

In determining the contribution limitation, Statutory Compensation will be increased by qualified foster care payments. Qualified foster care payments are difficulty of care payments excluded from gross income under Code section 131. Any contribution by the Participant which is



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allowable due to such increase is treated as an after-tax contribution.

**I. Long-Term, Part-Time Employees**

Notwithstanding any provision of the Plan to the contrary, effective for Plan years beginning after 12/31/2020, any Employee working at least 500 hours of service during each of three consecutive 12-month periods ("LTPT Employee") becomes a Participant eligible to make Elective Deferrals on the date specified in the Plan provided that he or she is an Eligible Employee and has attained the applicable age requirement, if any, on such date. No 12-month period beginning before 01/01/2021 is taken into account. Each 12-month period for which an LTPT Employee has at least 500 hours of service is treated as a year of service for vesting purposes.



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## SECURE 2.0 Addendum 2025
## West Central School Corporation 401(a) Plan

The following changes are made to the West Central School Corporation 401(a) Plan effective as of the dates listed; however, if no date is listed for a given item, such change will be effective as of the date of execution, or if earlier, the date required by applicable law. This Addendum is intended as a good faith effort to comply with the requirements of Division T of the Consolidated Appropriations Act, 2023, also known as SECURE 2.0. This Addendum is to be construed in accordance with guidance issued by the Internal Revenue Service and Employee Benefits Security Administration. Both this "Addendum" and applicable law will supersede any inconsistent Plan provisions.

### OPTIONAL PROVISIONS

For each item below, the *italicized* provisions will apply to the extent not overwritten by options selected.

**1.** Employer Contributions made on a Roth basis

*The Plan does not permit Employer Contributions to be made on a Roth basis.*

- **a.** [ ] Effective _____, the Plan allows Participants to direct Matching Contributions to be made on a Roth basis.
- **b.** [ ] Effective _____, the Plan allows Participants to direct Non-elective Contributions to be made on a Roth basis.
- **c.** [ ] The following terms apply to this subsection: _____.

**2.** Eligibility, Entry, and Vesting for Military Spouses

*The Plan's provisions regarding eligibility, entry, and vesting remain unchanged with regard to Military Spouses.*

- **a.** [ ] Effective _____, the Plan allows Military Spouses to enter the Plan and receive Employer Contributions equal to Employer Contributions that a similarly situated Employee Participant who is not a Military Spouse would receive as of the earlier of the date that is two months following the Military Spouse's date of hire or the entry date that would otherwise apply under the Plan's existing terms. Such Employer Contributions made to Military Spouses shall be 100% vested.
- **b.** [ ] The following terms apply to this subsection: _____.

**3.** Matching Qualified Student Loan Payments

*The Plan does not permit matching contributions to be based on Qualified Student Loan Payments.*

- **a.** [ ] Effective _____, Qualified Student Loan Payments are included in the definition of "Matched Employee Contribution".
- **b.** [ ] The following terms apply to this Section: _____.

**4.** Emergency Personal Expense Distributions

*The Plan does not permit Emergency Personal Expense Distributions to be made and does not allow recontribution of said distributions.*

- **a.** [ ] Effective _____, Employees eligible to make Rollover Contributions may recontribute all or a portion of Emergency Personal Expense Distributions to the Plan. Such recontributions shall be subject to the same provisions governing Rollover Contributions and such recontributions may only be made within a three-year period beginning on the day after such distribution is received and shall be treated as Rollover Contributions. In order to be eligible for repayment, the distribution may originate from:
  - **i.** [ ] this Plan.
  - **ii.** [ ] any eligible retirement plan (as defined in Code section 402(c)(8)(B)).
- **b.** [ ] Effective _____, Participants may receive Emergency Personal Expense Distributions.
- **c.** [ ] The following terms apply to this Section: _____.

**5.** Auto-Portability Transactions

*The Plan does not accept contributions nor allow distributions made via Automatic Portability Transaction.*

- **a.** [ ] Effective _____, the Plan may receive Rollover Contributions via Automatic Portability Transaction.
- **b.** [ ] Effective _____, the Plan may distribute assets via Automatic Portability Transaction.
- **c.** [ ] The following terms apply to this subsection: _____.

**6.** Involuntary force-out limit increase

*The maximum vested account balance subject to involuntary force-out is unchanged.*

- **a.** [ ] Effective _____, the maximum vested account balance subject to involuntary force-out is increased to $_____.
- **b.** [ ] Effective _____, the minimum Account balance for the Qualified Joint and Survivor Annuity Consent requirements increases to $___ .
- **c.** [ ] The following terms apply to this Section: _____.

**7.** Top-Heavy Rules applicable to Otherwise Excludable Employees

*The top-heavy provisions of the Plan (insofar as a top-heavy minimum contribution may be required) apply without regard to status as an Otherwise Excludable Employee.*

- **a.** [ ] Effective _____, Participants who do not meet the age or service requirements under Code section 410(a)(1) (without regard to


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subparagraph (B) thereof) ("Otherwise Excludable Employees") for a given Plan Year shall not be entitled to a top-heavy minimum contribution otherwise provided for under the terms of the Plan or Code section 416(c)(2)(A) or (B). In any Plan Year on or after the effective date (of this provision) in which the Plan is top-heavy and for which top-heavy minimum contributions would otherwise be allocated to Otherwise Excludable Employees but for the prior sentence, the Employer may, in its sole discretion, elect to provide a Non-Elective Contribution to any Otherwise Excludable Employee who remains employed as of the last day of the Plan Year. The amount of such non-elective contribution shall not exceed the top-heavy minimum contribution to which the Otherwise Excludable Employee would have otherwise been entitled (but for the application of section 310 of SECURE 2.0 and the first sentence of this Section). Such Non-Elective Contributions shall be subject to the same vesting schedule as would apply to top heavy minimum contributions under the terms of the Plan.

**b.** [ ] The following terms apply to this subsection: _____.

**8.** Domestic Abuse Distributions

*The Plan does not permit distributions to be made on account of Domestic Abuse and does not allow recontribution of said distributions.*

**a.** [ ] Effective _____, Employees eligible to make Rollover Contributions may recontribute all or a portion of distributions received on account of Domestic Abuse to the Plan. Such recontributions shall be subject to the same provisions governing Rollover Contributions and such recontributions may only be made within a three-year period beginning on the day after such distribution is received and shall be treated as Rollover Contributions. In order to be eligible for repayment, the distribution may originate from:

**i.** [ ] this Plan.

**ii.** [ ] any eligible retirement plan (as defined in Code section 402(c)(8)(B)).

**b.** [ ] Effective _____, Participants may receive distributions on account of Domestic Abuse.

**c.** [ ] No Domestic Abuse Distributions to a Participant may exceed $_____.

**d.** [ ] No Domestic Abuse Distributions to a Participant may exceed _____% of the present value of that Participant's nonforfeitable accrued benefit under the Plan.

**e.** [ ] The following terms apply to this Section: _____.

**9.** Recontribution of distributions to Terminally-Ill Participants

*The Plan does not allow Terminally-Ill Participants to recontribute distributions made on account of terminal illness.*

**a.** [ ] Effective _____, the Plan permits Terminally-Ill Participants who are eligible to make a rollover contribution to the Plan to recontribute to the Plan distributions on account of terminal illness. Such recontributions may only be made within a three-year period beginning on the day after such distribution is received and shall be treated as Rollover Contributions. In order to be eligible for repayment, the distribution may originate from:

**i.** [ ] this Plan.

**ii.** [ ] any eligible retirement plan (as defined in Code section 402(c)(8)(B)).

**b.** [ ] The following terms apply to this Section: _____.

**10.** Qualified Disaster-Related Loans

*Loan terms are not modified for Participants who reside within a Qualified Disaster Area.*

**a.** [ ] Effective _____, the dollar-based maximum loan amount that applies to loans that are Qualified Disaster-Related Loans is the lesser of

**i.** $_____, reduced by the greater of

**A.** the outstanding balance on any loan from the Plan to the Participant on the date the loan is made and

**B.** the highest outstanding balance on loans from the Plan to the Participant during the one-year period ending on the day before the date the loan is approved by the Plan Administrator (not taking into account any payments made during such one-year period), and

**ii.** _____of the value of the Participant's vested Account (as of the Valuation Date immediately preceding the date on which such loan is approved by the Plan Administrator).

**b.** [ ] Effective _____, if a loan is outstanding on or after the first day of an Incident Period of its Qualified Disaster, the due date for any repayment with respect to such loan that is due during the period beginning on the first day of the Incident Period, and ending on the date which is 180 days after the last day of the Incident Period, will be delayed under the Plan for one year. The period of delay will be disregarded in determining the term of the loan and the level of amortization under Code sections 72(p)(2)(B) and (C). Any payments after the suspension period will be adjusted to reflect the delay and interest accruing during the delay.

**c.** [ ] The following terms apply to this Section: _____.

**11.** Qualified Disaster Recovery Distributions and repayment of Qualified Home Purchase Distributions

*The Plan does not permit Qualified Disaster Recovery Distributions to be made and does not allow recontribution of either Qualified Disaster Recovery Distributions or Qualified Home Purchase Distributions.*

**a.** [ ] Effective _____, Employees eligible to make Rollover Contributions may recontribute all or a portion of Qualified Disaster Recovery Distributions to the Plan. Such recontributions shall be subject to the same provisions governing Rollover Contributions and may only be made within a three-year period beginning on the day after such distribution is received. In order to be eligible for



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repayment, the distribution may originate from:

i. [ ] this Plan.

ii. [ ] any eligible retirement plan (as defined in Code section 402(c)(8)(B)).

b. [ ] Effective _____, Participants may receive Qualified Disaster Recovery Distributions.

c. [ ] Effective _____, Participants are permitted to repay Qualified Home Purchase Distributions within a three-year period beginning on the day after such distribution is received that are made from:

i. [ ] this Plan.

ii. [ ] any eligible retirement plan (as defined in Code section 402(c)(8)(B)).

d. [ ] The following terms apply to this Section: _____.

**12.** Long-Term Part-Time Employees ("LTPT Employees")

*The default LTPT provisions in Section L of the Standard Provisions will apply to the extent they are not overwritten by options selected in this Section.*

a. [ ] Effective _____, when calculating LTPT Employee status, Eligibility Computation Periods will switch to Plan Year.

b. [ ] Effective _____, Section L of the Standard Provisions is modified so that age 21 is replaced with _____.

c. [ ] Effective _____, the following entry dates shall apply to LTPT Employee participation: _____.

d. [ ] Effective _____, LTPT Employees who are Participants in the Plan are eligible to make Catch-up Contributions.

e. [ ] Effective _____, LTPT Employees who are Participants in the Plan are eligible to make Roth Elective Deferrals.

f. [ ] Effective _____, LTPT Employees who are Participants in the Plan are eligible to make Rollover Contributions.

g. [ ] Effective _____, LTPT Employees shall be automatically enrolled in the Plan for purposes of making Elective Deferrals according to the provisions selected in the Adoption Agreement and outlined in the Basic Plan Document. The automatic contribution arrangement for LTPT Employees is intended to qualify as:

i. [ ] an EACA;

ii. [ ] a QACA.

h. [ ] Effective _____, LTPT Employees may apply for a loan from the Plan according to the same terms as other Participants.

i. [ ] Effective _____, LTPT Employees are included for purposes of determining whether the Plan satisfies the vesting and benefit requirements of Code sections 416(b) and (c).

j. [ ] Effective _____, LTPT Employees who have entered the Plan will be included for purposes of determining whether the Plan satisfies the following:

i. the nondiscrimination requirements of Code section 401(a)(4);

ii. the ADP test of Code section 401(k)(3);

iii. the ADP safe harbor provisions of Code sections 401(k)(12) and (13);

iv. the ACP test of Code section 401(m)(2);

v. the ACP safe harbor provisions of section 401(m)(11) and (12);

vi. the minimum coverage requirements of section 410(b); and

k. Subject to the following as of the effective date listed for each subsection:

i. [ ] effective _____, LTPT Employees are eligible to make Voluntary Contributions (after-tax contributions) and shall enter the Plan for such purposes under the terms selected in the Adoption Agreement or Participation Agreement, subject to the following terms: _____;

ii. [ ] effective _____, LTPT Employees are eligible to receive Safe Harbor _____Contributions and shall enter the Plan for such purposes under the terms selected in the Adoption Agreement or Participation Agreement, subject to the following terms: _____;

iii. [ ] effective _____, LTPT Employees are eligible to receive Fixed Employer Matching Contributions and shall enter the Plan for such purposes under the terms selected in the Adoption Agreement or Participation Agreement, subject to the following terms: __ ;

iv. [ ] effective _____, LTPT Employees are eligible to receive Discretionary Employer Matching Contributions and shall enter the Plan for such purposes under the terms selected in the Adoption Agreement or Participation Agreement, subject to the following terms: _____;

v. [ ] effective _____, LTPT Employees are eligible to receive Employer Non-Elective Contributions and shall enter the Plan for such purposes under the terms selected in the Adoption Agreement or Participation Agreement, subject to the following restrictions subject to the following terms: _____;

vi. [ ] effective _____, LTPT Employees are eligible to receive prevailing wage contributions and shall enter the Plan for such purposes under the terms selected in the Adoption Agreement, Participation Agreement, or any applicable Prevailing Wage Addendum, subject to the following terms: _____.

l. [ ] Effective _____, the following terms apply to this Section: _____.

**13.** Pension-Linked Emergency Savings Accounts

*The Plan does not provide Pension-Linked Emergency Savings Accounts.*



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**a.** [ ] Effective _____,

**i.** [ ] Pension-Linked Emergency Savings Accounts are allowed, and

**ii.** [ ] instead of the minimum listed in the Standard Provisions, Participants may take a minimum of _____ distributions from their Pension-Linked Emergency Savings Accounts each month.

**b.** [ ] The Account balance limitation for Pension-Linked Emergency Savings Accounts is modified as follows:

**i.** [ ] the overall Account balance limit on Pension-Linked Emergency Savings Accounts is reduced to $_____.

**ii.** [ ] the Account balance limit is adjusted to include earnings on contributions to the Account.

**c.** [ ] Effective _____, Participants who are Nonhighly Compensated Employees shall automatically defer _____% of Plan Compensation into the Account on a Roth basis.

**d.** [ ] The following terms apply this Section: _____.

**14.** Self-certification of hardship criteria

*In determining whether a distribution is upon the hardship of an employee, a Plan Administrator may rely on Participants' written self-certification that the distribution meets the safe harbor hardship withdrawal requirements under the Plan*

**a.** [ ] Effective _____, a Plan Administrator may not rely on Participants' written self-certification that the distribution meets the safe harbor hardship withdrawal requirements under the Plan.

**b.** [ ] The following terms apply this Section: _____.

**15.** Mandatory Roth Catch-Up Contributions

*When determining Highly-Paid Individual status, only wages paid by a Participant's common-law employer will be counted.*

**a.** [ ] For purposes of determining Highly-Paid Individual status, in addition to counting wages paid by a Participant's common-law employer, wages will be counted if paid by:

**i.** [ ] effective _____, a common paymaster, as defined under Code section 3121(s), used by the employer;

**ii.** [ ] effective _____, an entity related to the employer under Code sections 414(b), (c), (m), or (o); and

**iii.** [ ] effective _____, if the common-law employer is a successor employer on account of an asset purchase in accordance with Treasury Regulation section 31.3121(a)(1)-(1)(b), the predecessor employer.

**iv.** [ ] effective _____, the following entities: _____.

**b.** [ ] Effective _____, the following Participants are prohibited from making Catch-up Contributions:

**i.** [ ] Highly Compensated Employees;

**ii.** [ ] Highly Paid Individuals.

**c.** [ ] The following terms apply this Section: _____.

**16.** Higher Catch-up Contribution limit for ages 60 - 63

*To the extent the Plan permits Catch-up Contributions, the Enhanced Catch-up Limit applies to Employees eligible to make Catch-up Contributions as of the later of January 1, 2025, and the date Catch-up Contributions are so permitted.*

**a.** [ X ] Effective 07/01/2026, the Enhanced Catch-up Limit does not apply to the following Participants:

**i.** [ ] All Employees.

**ii.** [ ] Union Employees,

**iii.** [ X ] Non-Resident Aliens, and

**iv.** [ X ] LTPT Employees.

**b.** [ ] The following terms apply to this Section: _____.

**17.** Qualified Long-Term Care Distributions

*Qualified Long-Term Care Distributions are not permitted.*

**a.** [ ] Effective _____, Qualified Long-Term Care Distributions are permitted.

**b.** [ ] The following terms apply to this Section: _____.

**18.** Additional effective dates

*No additional effective dates apply to this Addendum.*

**a.** [ ] Additional effective dates apply as follows: _____.

## STANDARD PROVISIONS

**A. Qualified Birth or Adoption Distribution Repayment**

If Qualified Birth or Adoption Distributions are permitted, Qualified Birth or Adoption Distributions made after December 29, 2022, may only be recontributed to the Plan within the three years following the day after such a distribution is received, and subject to any future contrary order issued by a court of competent jurisdiction or guidance issued by the Secretary of the Treasury, Qualified Birth or Adoption Distributions made on or before December 29, 2022, may only be recontributed at any time before January 1, 2026.

**B. Employer Contributions made on a Roth basis**

**1.** All types of compensation (e.g., Plan Compensation) shall be determined without regard to Employer Contributions made on a Roth



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basis.

2. Amounts that are subject to an in-Plan Roth transfers and in-Plan Roth Rollovers that are associated with Employer Contributions shall be so moved to designated Roth Accounts of the same type of Employer Contribution instead of to a Roth Elective Deferral Account.

**C. Qualified Student Loan Payments**

"Qualified Student Loan Payment" means a payment made by a Participant on any indebtedness incurred by the taxpayer solely to pay the cost of attendance (as defined in section 472 of the Higher Education Act of 1965, as in effect on the day before the date of the enactment of the Taxpayer Relief Act of 1997) at an eligible educational institution (as defined in Code section 221(d)(2)) if

1. Such costs
   a. Were incurred on behalf of the Participant, the Participant spouse, or any person who was a dependent of the Participant as of the time the indebtedness was incurred;
   b. Were paid or incurred within a reasonable period of time before or after the indebtedness was incurred; and
   c. Are attributable to education furnished during a period where the person on whose behalf the indebtedness occurred was an "Eligible Student" (as defined in Code section 25A(b)(3)); and
2. The Participant certifies at least annually that such payments have been made.

**D. Military Spouses**

"Military Spouse" means any individual other than a Highly Compensated Employee who is married, as defined by Code section 7703, as of the first date that the Employee is employed by the Employer to an individual who is a member of the uniformed services, as defined in 10 U.S. Code section 101(a)(5), serving on active duty. An Employer may rely on an Employee's certification that such Employee's spouse is a member of the uniformed services if such certification provides the name, rank, and service branch of such spouse.

**E. Emergency Personal Expense Distributions**

"Emergency Personal Expense Distribution" means a distribution that is made from this Plan for purposes of meeting unforeseeable or immediate financial needs relating to necessary personal or family emergency expenses. The Plan Administrator may rely on the Participant's written self-certification that the Participant satisfies the prior sentence. A distribution to a Participant may only qualify as an Emergency Personal Expense Distributions once per calendar year. Additionally, if a Participant takes an Emergency Personal Expense Distributions under this Plan, the Participant is prohibited from taking other Emergency Personal Expense Distributions from this Plan during the immediately following three calendar years unless the distribution is fully repaid or the aggregate amount of Elective Deferrals made to the Plan on behalf of the Participant subsequent to the date the distribution is made at least equals the amount of said distribution. No such distribution may exceed $1,000 minus an individual's total nonforfeitable accrued benefit under the Plan, determined as of the date of such distribution.

**F. Auto-Portability Transactions**

"Automatic Portability Transaction" means a transfer of assets made as follows:

1. From an individual retirement plan which is established on behalf of an individual and to which amounts were transferred under Code section 401(a)(31)(B)(i);
2. To an employer-sponsored retirement plan described in clause (iii), (iv), (v), or (vi) of Code section 402(c)(8)(B) (other than a defined benefit plan) in which such individual is an active participant; and
3. After such individual has been given advance notice of the transfer and has not affirmatively opted out of such transfer.

**G. Distributions made on account of Domestic Abuse**

1. "Domestic Abuse" means physical, psychological, sexual, emotional, or economic abuse, including efforts to control, isolate, humiliate, or intimidate the victim, or to undermine the victim's ability to reason independently, including by means of abuse of the victim's child or another family member living in the household.
2. "Domestic Abuse Distribution" means a distribution made on account of Domestic Abuse.
3. A distribution is considered to have been made on account of Domestic Abuse if made during a 1-year period beginning on any date that the Participant is a victim of Domestic Abuse by a spouse or domestic partner. The Plan Administrator may rely on an individual's self-certification that the individual was a victim of Domestic Abuse on a certain day or during a specified period of time.
4. Unless indicated otherwise in applicable Optional Provisions, no Domestic Abuse Distribution to a Participant may exceed 50% of the present value of that Participant's nonforfeitable accrued benefit under the Plan nor $10,000, as adjusted for inflation under Code section 72(t)(2)(K)(vii) and associated regulations.

**H. Loans and distributions related to natural disasters**

1. "Qualified Disaster" means any disaster with respect to which a major disaster has been declared by the President under section 401 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act.
2. "Qualified Disaster Area" means with respect to any Qualified Disaster is the area with respect to which the major disaster was declared under the Robert T. Stafford Disaster Relief and Emergency Assistance Act.
3. "Incident Period" means the period specified by the Federal Emergency Management Agency as the period during which a Qualified Disaster occurred.
4. "Qualified Disaster-Related Loan" means a loan made to a Participant whose principal place of abode was within a Qualified Disaster Area during the related Qualified Disaster's Incident Period and who sustained an economic loss by reason of such Qualified Disaster.


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5. "Applicable Date" means, for any Qualified Disaster, the later of
   a. The first day of that Qualified Disaster's Incident Period or
   b. The date that Qualified Disaster was declared to be a major disaster.
6. "Qualified Disaster Recovery Distribution" means a distribution where the following conditions are met:
   a. the distribution is made
      i. on or after the first day of the Incident Period and
      ii. before the date that is 180 days after Applicable Date;
   b. the Participant's principal place of abode was within the Qualified Disaster Area at any time during the period specified in Subsection (2);
   c. the Participant sustained an economic loss by reason of such disaster; and
   d. the sum of the distribution and all prior Qualified Disaster Recovery Distributions made to the Participant across all qualified retirement plans does not exceed $22,000 with respect to the same Qualified Disaster, with no fiduciary having responsibility to determine if the Participant has exceeded this limit by taking such distributions from plans other than plans maintained by the Employer or held responsible for a breach of this limit, if the limit could have been satisfied within all plans maintained by the Employer at the time of the distribution.
7. Unless indicated otherwise in applicable Optional Provisions, if Qualified Disaster-Related Loans are allowed, the limits applicable to such loans are increased from
   a. $50,000 to $100,000 and
   b. one-half of the present value of the non-forfeitable accrued benefit of the Participant under the Plan to the present value of the nonforfeitable accrued benefit of the Participant under the Plan.
8. "Qualified Home Purchase Distribution" means any qualified distribution (as defined in either Code section 72(t)(8)(F) or section 402(c)(13)(B)).

**I. Distributions to Terminally-Ill Participants**

A person is considered to be "Terminally-Ill" if the person is afflicted with a physician-certified illness or physical condition reasonably expected to result in death within 84 months of the date of certification who has furnished evidence of such affliction to the Plan Administrator.

**J. Pension-Linked Emergency Savings Accounts**

1. "Pension-Linked Emergency Savings Account" means an individual, short-term savings account maintained as part of the Plan that is a Roth Account. Such Account shall
   a. not have a minimum contribution or balance requirement and either be held as cash, held in an interest-bearing deposit account, or held in an investment product designed to maintain over the term of the investment, the dollar value that is equal to the amount invested in the product, preserve principal, and provide a reasonable rate of return (whether or not such return is guaranteed, consistent with the need for liquidity), and offered by a State or federally-regulated financial institution;
   b. separately accounts for contributions and applicable earnings made to such Account;
   c. only accept contributions from Participants who are not Highly Compensated Employees; and
   d. unless indicated otherwise in applicable Optional Provisions, not accept a contribution to the extent such contribution would cause the portion of the Account's balance attributable to Participant contributions without accounting for earnings to exceed $2,500, as modified by the cost-of-living adjustment provided under ERISA section 801(d) and associated regulations.
2. Participants may take at least one withdrawal from their Pension-Linked Emergency Savings Account each month.
3. No charge or fee may be applied to the first four withdrawals made each Plan Year by a Participant from the Participant's Pension-Linked Emergency Savings Account solely on the basis of withdrawal itself.
4. Distributions may be made from Pension-Linked Emergency Savings Accounts at any time and for any reason.
5. Participants with a balance in a Pension-Linked Emergency Savings Account may direct all or a portion of their balances to be transferred to one of their other, if any, Roth Accounts under the Plan, upon removal of Pension-Linked Emergency Savings Accounts from the Plan or termination of employment. Amounts that are not transferred according to this section shall be made available to the Participants and may be classified as Rollover Distributions.
6. Upon Plan Termination, balances associated with a Pension-Linked Emergency Savings Account shall be made available to the Participants and may be classified as Rollover Distributions.
7. The definition of "Matched Employee Contribution" shall include Elective Deferrals contributed to a Pension-Linked Emergency Savings Account to the extent Matching Contributions made on account of contributions to the Pension-Linked Emergency Savings Account in a Plan Year do not exceed the Pension-Linked Emergency Savings Account balance limitation for that Plan Year.

**K. Mandatory Eligible Automatic Contribution Arrangements**

1. Regardless of selections made in the Optional Provisions, Covered Employees must be automatically enrolled according to the Eligible Automatic Contribution Arrangement rules laid out in the Basic Plan Document as modified by the Adoption Agreement or Participation Agreement, at a rate of least 3% of Plan Compensation during their Initial Periods, with such rate increasing by at least one full point each period until reaching a rate of at least 10% but not more than 15% of Plan Compensation unless one of the following exceptions


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applies.

**a.** An Employee has affirmatively elected to contribute a set amount of Plan Compensation as Elective Deferrals, including elections to defer 0% of Plan Compensation.

**b.** The Plan

**i.** is subject to the Simple 401(k) provisions listed in the Basic Plan Document;

**ii.** qualifies as a church plan under Code section 414(e); or

**iii.** qualifies as a governmental plan under Code section 414(d).

**c.** The Employee's employer:

**i.** adopted the cash or deferral arrangement before December 29th, 2022;

**ii.** has existed for less than 3 years;

**iii.** normally employees no more than 10 Employees; or

**iv.** ceased employing less than 11 Employees during a tax year that closed within the last year.

**2.** "Covered Employees" has the meaning selected in the Adoption Agreement. If no selection is made, "Covered Employees" means only Eligible Employees who have not made an Elective Deferral election.

**L. Long-Term Part-Time Employees**

**1.** Effective for Plan Years beginning after December 31, 2024, the definition of "LTPT Employee" is changed to mean any Employee who meets all the following requirements.

**a.** The Eligible Employee has not entered the Plan for Elective Deferral purposes other than through meeting the requirements of (b) and (c) below, as modified by the Optional Provisions.

**b.** The Eligible Employee has attained the lesser of age 21 or the age requirement specified in the Optional Provisions of the Adoption Agreement.

**c.** Beginning with Eligibility Computation Periods starting after December 31, 2020, the Eligible Employee has completed 500 Hours of Service in each of either three consecutive Eligibility Computation Periods or, for a series of Eligibility Computation Periods concluding before the start of the 2025 Plan Year, two consecutive Eligibility Computation Periods. A series of Eligibility Computation Periods shall not qualify under this Subsection unless the age requirement of (b) is met before the close of the final ECP.

**2.** Effective for Plan Years beginning after December 31, 2020, unless otherwise specified in the Optional Provisions, LTPT Employees who have not subsequently satisfied non-LTPT Employee Elective Deferral participation requirements are excluded from the following:

**a.** Nondiscrimination requirements of Code section 401(a)(4);

**b.** ADP test of Code section 401(k)(3);

**c.** ADP safe harbor provisions of Code sections 401(k)(12) and (13);

**d.** The ACP test of Code section 401(m)(2);

**e.** The ACP safe harbor provisions of section 401(m)(11) and (12);

**f.** The minimum coverage requirements of section 410(b);

**g.** The application of the vesting and benefit requirements of Code section 416(b) and (c); and

**h.** If the exclusions listed in Subsections (a)-(g) apply, then receiving a Top-Heavy minimum allocation.

**3.** Subject to the selections made in the Optional Provisions:

**a.** the only contributions LTPT Employees are permitted to make to the Plan are Pre-Tax Elective Deferrals that are not Catch-up Contributions;

**b.** when calculating LTPT Employee status, Eligibility Computation Periods do not switch to Plan Year after the first Eligibility Computation Period;

**c.** The entry date for LTPT Employees shall be the first day of the first and seventh months of the Plan Year; and

**d.** If LTPT Employees are exempt from the mandatory automatic enrollment provisions that apply to non-LTPT Employees, LTPT Employees shall not be automatically enrolled.

**M. Qualified Long-Term Care Distributions**

**1.** "Qualified Long-Term Care Distribution" means so much of a distribution that

**a.** is associated with a Long-Term Care Premium Statement (as defined in Code Section 401(a)(38)(E)(ii)) that has been filed with the Plan and

**b.** does not exceed the lesser of the following, as modified by the cost-of-living adjustment provided under Code section 401(a)(39)(B)(ii):

**i.** the amount paid by or assessed to the Employee during the year for or with respect to Certified Long-Term Care Insurance for the Employee, Employee's spouse, or other persons included by the Secretary of the Treasury now or at a later date;

**ii.** $2,500; and

**iii.** 10% of the present value of the Employee's nonforfeitable accrued benefit under the Plan.



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2. "Certified Long-Term Care Insurance" means any of the following that provide meaningful financial assistance in the event the insured needs home-based or nursing home care, as required under Code section 401(a)(38)(C):
   a. a qualified long-term care insurance contract (as defined in Code section 7702B(b)) covering qualified long-term care services (as defined in Code section 7702B(c));
   b. coverage of the risk that an insured individual would become a chronically ill individual (within the meaning of Code section 101(g)(4)(B)) under a rider or other provision of a life insurance contract which satisfies the requirements of Code section 101(g)(3) (determined without regard to subparagraph (D) thereof); or
   c. coverage of qualified long-term care services (as defined in Code section 7702B(c)) under a rider or other provision of an insurance or annuity contract which is treated as a separate contract under Code section 7702B(e) and satisfies the requirements of Code section 7702B(g).

**N. Mandatory Roth Catch-up Contributions**

1. "Highly-Paid Individual" means an individual who received FICA wages for purposes of Code sections 3101(a) and 3111(a) from an employer that is an Adopting Entity that exceed $145,000, as modified by the cost-of-living adjustment provided under Code section 414(v)(7)(E), in the prior calendar year.
2. Effective as of the taxable year beginning on or after December 31, 2025, pre-tax Elective Deferrals made by Highly-Paid Individuals may be recharacterized as Roth Catch-up Contributions, and each Highly-Paid Individual shall be deemed to have consented to such a recharacterization. Catch-up Contributions made by Highly-Paid Individuals must be either:
   a. made on a Roth basis,
   b. recharacterized as having been made on a Roth basis through any method allowed under applicable IRS regulations, including but not limited to allowing In-Plan Roth Rollovers and In-Plan Roth Transfers for such Participants even if not otherwise allowed under the Plan, provided such method is consistent among similarly situated Participants in any given Plan Year, or
   c. treated as a failure under Code section 414(v)(1) and distributed to the applicable Highly-Paid Individuals or corrected in another manner specified by Treasury regulations.

**O. Enhanced Catch-up Contributions**

1. "Enhanced Catch-up Limit" means 150% of allowable Catch-up Contributions listed in the Basic Plan Document, excluding any modifications made under Section 17 of the Optional Provisions, as described in Code section 414(v)(2)(B) and modified by the cost-of-living adjustments provided under Code section 414(v)(2)(C).
2. Subject to modifications made in the Optional Provisions, for any taxable year, the amount of allowable Catch-up Contributions for any Participant who has attained at least age 60 but not age 64 by the end of said year shall increase to the Enhanced Catch-up Limit.

**P. Required minimum distributions**

1. The definition of "Required Beginning Date" is changed to mean April 1 of the calendar year following the later of the calendar year in which the Participant attains the Applicable Age or the calendar year in which the Participant retires, except that benefit distributions to a More Than 5% Owner must commence by April 1 of the calendar year following the calendar year in which the Participant attains the Applicable Age. The Adoption Agreement may provide that for a Participant other than a More Than 5% Owner the Required Beginning Date is April 1 of the calendar year following the calendar year in which the Participant attains the Applicable Age or the Participant may elect to begin receiving distributions by April 1 of the calendar year following the calendar year in which the Participant either attains the Applicable Age or retires.
2. "Applicable Age" means
   a. Age 70-1/2 for people born before July 1, 1949;
   b. Age 72 for people born after June 30, 1949; and
   c. Effective January 1, 2023, age 73 for people born after the year 1950.
3. As stated in Code section 402A(d)(5), which is hereby incorporated by reference, the required distribution rules associated with Code section 401(a)(9) do not apply to designated Roth Accounts.

**Q. Starter 401(k)**

1. Subsections (2) and (3) apply to the Plan for any Plan Year beginning after December 31, 2023 during which all of the following are true:
   a. only Elective Deferrals, Rollover Contributions, recontributed distributions treated as Rollover Contributions, contributions made pursuant to a governmental correction program, and amounts credited to such Accounts as contributions are allowed;
   b. excluding Catch-up Contributions, no Participant makes Elective Deferrals that exceed the calendar year limit of $6,000 as modified by the cost-of-living adjustment provided under Code section 401(k)(16)(D)(ii);
   c. no Participant makes Catch-up Contributions that exceed the calendar year limit of $1,000 as modified by the cost-of-living adjustment provided under Code section 219(b)(5)(C)(iii);
   d. automatic enrollment provisions in the Adoption Agreement apply uniformly to all Eligible Employees who have satisfied the age and service requirements for Elective Deferrals;
   e. an automatic enrollment rate is provided in the Adoption Agreement for all Employees who are Participants in the Plan for


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Elective Deferral purposes that is

i. at least 3% of Plan Compensation and

ii. does not exceed 15% of Plan Compensation;

f. excluding contributions made to the Plan, contributions made pursuant to the terms of this Plan, and benefits accrued pursuant to the terms of this Plan, no Eligible Employee receives a contribution or accrues a benefit under a contract, pension, or trust described in Code section 219(g)(5)(A) that is maintained by an Employer unless such other arrangement only covers Union Employees; and

g. the definition of Eligible Employee selected in the Adoption Agreement does not exclude any class of Employees of the Employer other than Union Employees.

2. The ADP and ACP tests described in the Basic Plan Document are treated as satisfied.

3. The Plan shall not be considered Top-Heavy.

**R. Contribution Limit for SIMPLE 401(k) Plans**

1. "SIMPLE Employer" means, with respect to any calendar year, an Employer that either

a. had no more than 100 Employees who received at least the amount of Compensation, as defined in the SIMPLE 401(k) provisions of the Basic Plan Document, from the Employer specified in the Adoption Agreement for the preceding year where all Employees of controlled groups of corporations under Code section 414(b), of trades or businesses (whether incorporated or not) under common control under Code section 414(c), of affiliated service groups under Code section 414(m), and leased employees required to be treated as the Employer's Employees under Code section 414(n), are taken into account elected to offer a SIMPLE 401(k) Plan for the calendar year; or

b. had more than 100 such Employees in the preceding year, elected to offer a SIMPLE 401(k) Plan for the calendar year, and satisfied the requirements of (a) within the prior two (2) years, provided that if the reason for having more than 100 such Employees during the preceding year was due to any acquisition, disposition, or similar transaction involving the Employer, the provisions of Code section 410(b)(6)(C)(i) are satisfied.

2. "Small Employer" means a SIMPLE Employer with no more than 25 Employees who received at least the amount of Compensation from the Employer specified in the Adoption Agreement during the preceding year. In applying the preceding sentence, all Employees of controlled groups of corporations under Code section 414(b), all Employees of trades or businesses (whether incorporated or not) under common control under Code section 414(c), all Employees of affiliated service groups under Code section 414(m), and leased employees required to be treated as the Employer's Employees under Code section 414(n), are taken into account.

3. Contributions may be made to another plan on behalf of Eligible Employees during the same year contributions are made to this Plan if, during such transition year:

a. the Plan is terminated;

b. the Plan is replaced with another plan meeting the requirements of Code section 401(k)(11), (12), (13), or (16) the day after the Plan is terminated; and

c. Employees combined Elective Deferrals across both the Plan and replacement plan do not exceed the average statutory limit on Elective Deferrals applicable to each plan, with such average being weighted according to how many days each plan was effective during such transition year.

4. Sections 4.11(c)(2)(A) and (B) of the Basic Plan Document are replaced with the following:

a. Matching Contributions. Each year, the Employer will contribute a Matching Contribution to the Plan on behalf of each Employee who makes a salary reduction election under Subsection (1) above. The amount of the Matching Contribution for a year will be equal to the Employee's salary reduction contribution up to a limit of

i. 3% of the Employee's Compensation for the full year for Small Employers or Employers other than Small Employers who elect in the Optional Provisions to not increase the Elective Deferral limit by 110% or

ii. 4% of the Employee's Compensation for the full year for all other Employers.

b. Non-Elective Contributions.

i. For any year, instead of a Matching Contribution, the Employer may elect to contribute a Non-Elective Contribution for each Eligible Employee who received at least the amount of Compensation from the Employer specified in the Adoption Agreement for the year in an amount equal to

A. 2% of Compensation for the full year for Small Employers or Employers other than Small Employers who elect in the Optional Provisions to not increase the Elective Deferral limit by 110% or

B. 3% of Compensation for the full year for all other Employers.

ii. For Plan Years beginning on or after January 1, 2024, an additional Non-Elective Contribution may be made to each Employee of the Plan in a uniform percentage of Compensation that may not exceed the lesser of 10 percent of Compensation or $5,000, as adjusted for inflation under Code section 408(p)(2)(G).

**S. Difficulty of Care Payments**

Earned Income and Section 415 Compensation shall include difficulty of care payments as defined under Code section 131(c)(1)(A) that are



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otherwise excludable from income.

**IN WITNESS WHEREOF**, the Employer has caused this Amendment to be executed this _____ day of _____, 2026.

WEST CENTRAL SCHOOL CORPORATION:

Signature:_____

Print Name: _____

Title/Position:_____



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