

**COMMUNITY HIGH SCHOOL DISTRICT 155  
403(b) RETIREMENT PLAN  
ADOPTION AGREEMENT**



## PLAN INFORMATION

A. GENERAL INFORMATION

## Plan Name/Effective Date

1. Plan Number: 726
2. Plan name:
  - a. Community High School District 155
  - b. 403(b) Retirement Plan
3. Effective Date
  - a. Original effective date of Plan: 01/01/2009
  - b. ☒ This is a restatement of a previously-adopted plan. Effective date of Plan restatement: 8/11/22

*NOTE: The date specified in A.3a for a new plan may not be earlier than the first day of the Plan Year during which the Plan is adopted by the Plan Sponsor.*

*NOTE: If A.3b is not selected, the Effective Date of the Plan will be the date specified in A.3a. If A.3b is selected, the Effective Date of the restatement will be the date specified in A.3b. However if the Adoption Agreement states another specific effective date for any Plan provision, such stated specific effective date will apply to that provision. The date specified in A.3b for an amended and restated plan (including the initial PPA restatement) may not be earlier than the first day of the Plan Year during which the amended and restated Plan is adopted by the Plan Sponsor.*

*NOTE: The effective date of this restatement cannot be earlier than January 1, 2009.*
4. Plan Year
  - a. Plan Year means each 12-consecutive month period ending on 12/31 (e.g. December 31)
  - b. ☐ The Plan has a short Plan Year. The short Plan Year begins \_\_\_\_\_ and ends \_\_\_\_\_
5. Limitation Year means:
  - a. ☒ Plan Year
  - b. ☐ calendar year
  - c. ☐ other (e.g., Employer's Fiscal Year): \_\_\_\_\_

*NOTE: If A.5c is selected, the Limitation Year must be a consecutive 12-month period. This includes a year with an annual period varying from 52 to 53 weeks, as long as the year satisfies the requirements of Code section 441(f).*
6. Frozen Plan
 

☐ The Plan is frozen as to eligibility and benefits effective \_\_\_\_\_

*NOTE: If A.6 is selected, no Eligible Employee will become a Participant, no Participant will be eligible to further participate in the Plan, and no contributions will accrue as of and after the date specified.*

## Plan Features

7. Elective Deferrals
  - a. Elective Deferrals are permitted.
    - i. ☒ Yes
    - ii. ☐ Formerly Allowed
    - iii. ☐ No
  - b. Roth Elective Deferrals are permitted.
    - i. ☒ Yes
    - ii. ☐ Formerly Allowed
    - iii. ☐ No

*NOTE: If "No" is selected in A.7a, questions regarding Elective Deferrals are disregarded.*
8. Voluntary After-Tax Contributions
 

Voluntary After-Tax Contributions are permitted.

  - a. ☐ Yes
  - b. ☐ Formerly Allowed
  - c. ☒ No

**b. Deemed Code section 125 Compensation**

☐ Deemed Code section 125 Compensation is included in Compensation for the following purposes:

- i. ☐ Elective Deferrals, Voluntary Contributions, and Mandatory Contributions
- ii. ☐ Matching Contributions
- iii. ☐ Non-Elective Contributions

**c. Post Severance Compensation**

☒ Post Severance Compensation is included in Compensation for the following purposes:

- i. ☒ Elective Deferrals, Voluntary Contributions, and Mandatory Contributions
- ii. ☐ Matching Contributions
- iii. ☐ Non-Elective Contributions

**d. Post Year-End Compensation**

☐ Post Year-End Compensation is included in Compensation for the following purposes:

- i. ☐ Elective Deferrals, Voluntary Contributions, and Mandatory Contributions
- ii. ☐ Matching Contributions
- iii. ☐ Non-Elective Contributions

*NOTE: If "Yes" is selected, amounts earned during a Plan Year and paid during the first few weeks of the following Plan Year will be included in Compensation for the prior Plan Year.*

**e. Other Pay**

☐ Other pay is included in Compensation for the following purposes (not otherwise included in A.14)(e.g., fringe benefits for all Participants):

- i. ☐ Describe other pay included in the definition of Compensation for Elective Deferrals, Voluntary Contributions, and Mandatory Contributions.
- ii. ☐ Describe other pay included in the definition of Compensation for Matching Contributions.
- iii. ☐ Describe other pay included in the definition of Compensation for Non-Elective Contributions.

*NOTE: If other pay (A.14e) is selected, A.14e should indicate for which class of Participants the Compensation is included, must be objectively determinable, and may not be specified in a manner that is subject to Adopting Employer discretion.*

**Compensation Exclusions**

**15. Pay Before Participation**

☐ Compensation earned before participation in the Plan is excluded from Compensation for the following purposes:

- a. ☐ Elective Deferrals, Voluntary Contributions, and Mandatory Contributions
- b. ☐ Matching Contributions
- c. ☐ Non-Elective Contributions

*NOTE: If selected, Compensation will include only those amounts that are actually paid to the Participant during that part of the Plan Year the Participant is eligible to participate in the Plan. If not selected, Compensation will include those amounts that are actually paid to the Participant during the period specified in A.13b.*

**16. 414(s) Safe Harbor Alternative Definition**

☐ Certain fringe benefits are excluded from Compensation for the following purposes:

- a. ☐ Elective Deferrals, Voluntary Contributions, and Mandatory Contributions
- b. ☐ Matching Contributions
- c. ☐ Non-Elective Contributions

*NOTE: If selected, Compensation will exclude all of the following items (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)).*

**17. Other Pay**

a. Other pay excluded from Compensation for the following purposes (e.g., bonuses, commissions):

- i. ☐ Describe other pay excluded from the definition of Compensation for Elective Deferrals, Voluntary Contributions, and Mandatory Contributions.
- ii. ☐ Describe other pay excluded from the definition of Compensation for Matching Contributions.

her behalf in any later year under this standard.

**NOTE:** If the Plan elects to exclude either Employees who are students performing services or Employees who normally work fewer than 20 hours per week and fail to exclude an Employee who falls into one of those excluded classes as of the date the Employee was incorrectly allowed to participate in the plan all other Employees who fall into the same excluded class must be permitted to participate in the Plan.

## Exclusions - Other Contributions

For purposes of the contributions specified below, the term "Eligible Employee" will not include:

### 2. Union Employees

☒ An Employee who is included in a unit of Employees covered by a collective bargaining agreement, if retirement benefits were the subject of good faith bargaining, and if the collective bargaining agreement does not provide for participation in this Plan will be excluded from the Plan for the following purposes:

- a. ☐ Voluntary Contributions
- b. ☐ Mandatory After-Tax Contributions
- c. ☐ Mandatory Pre-Tax Contributions
- d. ☒ Matching Contributions
- e. ☒ Non-Elective Contributions

### 3. Leased Employees

☐ A Leased Employee will be excluded from the Plan for the following purposes:

- a. ☐ Voluntary Contributions
- b. ☐ Mandatory After-Tax Contributions
- c. ☐ Mandatory Pre-Tax Contributions
- d. ☐ Matching Contributions
- e. ☐ Non-Elective Contributions

### 4. Non-Resident Aliens

☐ An Employee who is a non-resident alien who received no earned income (within the meaning of Code section 911(d)(2)) that constitutes income from services performed within the United States (within the meaning of Code section 861(a)(3)) will be excluded from the Plan for the following purposes:

- a. ☐ Voluntary Contributions
- b. ☐ Mandatory After-Tax Contributions
- c. ☐ Mandatory Pre-Tax Contributions
- d. ☐ Matching Contributions
- e. ☐ Non-Elective Contributions

### 5. Other Employees

☒ Other Employees, as defined below, will be excluded from the Plan for the following purposes (e.g., Employees paid on a salary basis):

- a. ☐ Voluntary Contributions
- b. ☐ Mandatory After-Tax Contributions
- c. ☐ Mandatory Pre-Tax Contributions
- d. ☒ Matching Contributions
- e. ☒ Non-Elective Contributions

Eligibility to receive a matching contribution is determined in accordance with the Adopting Employer's collective bargaining agreement, employment agreements, or memorandum of agreement or equivalent with Employees of the Adopting Employer, copies of which are attached as an addendum to this Adoption Agreement.

Eligibility to receive a non-elective contribution is determined in accordance with the Adopting Employer's collective bargaining agreements, employment agreements, or memorandum of agreements or their equivalent with Employees of the Adopting Employer, copies of which are attached as an addendum to this Adoption Agreement.

IMPORTANT NOTE: Employer Nonelective Contributions must be nonelective by employees under relevant documents and in operation. An employee may not be permitted to take any amount of such contributions in cash at or prior to severance of employment. If Employer Nonelective Contributions are available to collectively bargained employees or to other employees subject to an employment agreement, such Employer Nonelective Contributions formula must also be clearly reflected in the

## B. ELIGIBILITY

- e. ☐ Non-Elective Contributions
- vii. Completion of \_\_\_\_\_ Hours of Service in a \_\_\_\_\_ month period
  - a. ☐ Voluntary Contributions
  - b. ☐ Mandatory After-Tax Contributions
  - c. ☐ Mandatory Pre-Tax Contributions
  - d. ☐ Matching Contributions
  - e. ☐ Non-Elective Contributions
- ix. Completion of \_\_\_\_\_ consecutive months of continuous service
  - a. ☐ Voluntary Contributions
  - b. ☐ Mandatory After-Tax Contributions
  - c. ☐ Mandatory Pre-Tax Contributions
  - d. ☐ Matching Contributions
  - e. ☐ Non-Elective Contributions
- xi. Other (e.g., 160 hours in each of three consecutive months):
  - a. ☐ Voluntary Contributions
  - b. ☐ Mandatory After-Tax Contributions
  - c. ☐ Mandatory Pre-Tax Contributions
  - d. ☒ Matching Contributions  
Any service requirements for the eligibility to receive a matching contribution are set forth in accordance with the Adopting Employer's collective bargaining agreement, employment agreements, or memorandum of agreement or equivalent with Employees of the Adopting Employer, copies of which are attached as an addendum to this Adoption Agreement.
  - e. ☒ Non-Elective Contributions  
Any service requirements for the eligibility to receive a non-elective contribution are set forth in accordance with the Adopting Employer's collective bargaining agreements, employment agreements, or memorandum of agreements or their equivalent with Employees of the Adopting Employer, copies of which are attached as an addendum to this Adoption Agreement.

*NOTE: Service taken into account for purposes of B.8 will be determined under the terms and conditions specified for determining a Year of Eligibility Service.*

*NOTE: If one or two Year of Eligibility Service (B.8a.ii or B.8a.iii) is selected, and no hours are specified, the Plan will use 1,000 Hours of Service.*

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

- b. Enter the number of Hours of Service necessary for Year of Eligibility Service for purposes of Contributions other than Elective Deferrals: 0

### 9. Entry Dates

- a. Frequency of entry dates for Contributions other than Elective Deferrals:
  - i. immediate
    - a. ☐ Voluntary Contributions
    - b. ☐ Mandatory After-Tax Contributions
    - c. ☐ Mandatory Pre-Tax Contributions
    - d. ☒ Matching Contributions
    - e. ☒ Non-Elective Contributions
  - ii. first day of each calendar month
    - a. ☐ Voluntary Contributions
    - b. ☐ Mandatory After-Tax Contributions
    - c. ☐ Mandatory Pre-Tax Contributions
    - d. ☐ Matching Contributions
    - e. ☐ Non-Elective Contributions
  - iii. first day of each Plan quarter
    - a. ☐ Voluntary Contributions
    - b. ☐ Mandatory After-Tax Contributions

## B. ELIGIBILITY

- ☐ Voluntary Contributions  
Other: \_\_\_\_\_
- ☐ Mandatory After-Tax Contributions  
Other: \_\_\_\_\_
- ☐ Mandatory Pre-Tax Contributions  
Other: \_\_\_\_\_
- ☒ Matching Contributions  
Other: Any additional requirements concerning when the Adopting Employer is required to make the matching contribution to an account of an employee who has met the requirements to receive a matching contribution shall be governed in accordance with the Adopting Employer's collective bargaining agreement, employment agreements, or memorandum of agreement or equivalent with Employees of the Adopting Employer, copies of which are attached as an addendum to this Adoption Agreement.
- ☒ Non-Elective Contributions  
Other: Any additional requirements concerning when the Adopting Employer is required to make the non-elective contribution to an account of an employee who has met the requirements to receive a non-elective contribution shall be governed in accordance with the Adopting Employer's collective bargaining agreements, employment agreements, or memorandum of agreements or their equivalent with Employees of the Adopting Employer, copies of which are attached as an addendum to this Adoption Agreement.
- NOTE: The additional requirements, limitations, conditions, or other modifications specified above (B.10) must be objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.*

### Eligibility Service Computation Rules

#### 11. Other Employer Service

- ☐ Count years of service with employers other than the Adopting Employer for eligibility purposes. List other employers and indicate for what purposes (e.g., Non-Elective, Matching, etc.) the service applies along with any limitations (e.g., service with ABC Inc. will be included for determining eligibility for Matching Contributions): \_\_\_\_\_

*NOTE: The other employer service specified above (B.11) must be objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.*

#### 12. Break in Service

- a. ☐ Rule of parity. Exclude eligibility service before a period of five (5) consecutive One-Year Breaks in Service/Periods of Severance if an Employee does not have any nonforfeitable right to the Account balance derived from Employer contributions.
- b. ☐ One-year holdout. If an Employee has a One-Year Break in Service/Period of Severance, exclude eligibility service before such period until the Employee has completed a Year of Eligibility Service after returning to employment with the Employer.
- c. ☐ The following modifications will be made to the requirements specified in B.12a-b: \_\_\_\_\_

*NOTE: B.12 applies for purposes of eligibility to receive Matching Contributions and Non-Elective Contributions only.*

*NOTE: B.12c could be used, for example, to require less than 500 hours of service (but not more than 500 hours) for a One-Year Break in Service under B.12a and/or B.12b, or to specify that the break in service rule(s) only apply to certain contributions.*

#### 13. Special Participation Date

- a. ☐ Allow immediate participation for all Eligible Employees employed on a specific date. All Eligible Employees employed on \_\_\_\_\_ will become eligible to participate in the Plan as of \_\_\_\_\_
- b. ☐ The Plan provides conditions or limitations on immediate participation (e.g., Employees employed under a union contract are not subject to special participation date): \_\_\_\_\_

*NOTE: If B.13b applies (B.13a is selected) and is selected, describe the conditions or limitations and indicate for what purposes (e.g., Elective Deferrals, 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 Adopting Employer discretion.*

### Eligibility Service Method

#### 14. Eligibility Service Method

- a. Eligibility service computation method.
- i. ☐ Hours of Service  
☐ Eligibility Computation Period will switch to Plan Year  
☐ Eligibility Computation Period will remain based on anniversary of date of hire
- ii. ☒ Elapsed Time

*NOTE: B.14.a.ii can only be chosen if B.8.a.ii, B.8.a.iv, B.8.a.vi, or B.8.a.vii (without an hours requirement specified) is chosen.*

### C. CONTRIBUTIONS - ELECTIVE DEFERRALS, VOLUNTARY CONTRIBUTIONS, MANDATORY CONTRIBUTIONS

feature for current Participants).

**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.5a) and "increase by 1% on the first day of the Plan Year in the second through sixth year to a maximum of 8%" in the second blank (C.5b).

#### 6. Automatic Enrollment - Covered Employees

- a. Indicate who will be a covered employee eligible to make automatic contributions:
  - i. ☐ Eligible Employees who have not made an Elective Deferral election
  - ii. ☐ All Eligible Employees to the extent that no election was made or their Elective Deferral elections are less than the automatic enrollment amount
  - iii. ☐ Other (e.g., Employees employed after 1/1/2016 who have not made an Elective Deferral election): \_\_\_\_\_
- b. If the Plan provides for automatic enrollment and Roth Elective Deferrals are allowed to the Plan, select whether automatic contributions will be pre- or after-tax:
  - i. ☐ Pre-Tax. All Elective Deferrals made under Section 4.01(g) will be designated as Pre-Tax Elective Deferrals.
  - ii. ☐ After-Tax. All Elective Deferrals made under Section 4.01(g) will be designated as Roth Elective Deferrals.

**NOTE:** C.6b only applies if A.7b is "Yes" (Roth contributions are allowed to the Plan).

#### Voluntary Contributions

**NOTE:** If A.8 is "Yes", an Eligible Employee who has met the requirements specified for Voluntary Contributions will be eligible to make Voluntary Contributions to the Plan as follows (Section 4.01):

#### 7. Minimum and Maximum Voluntary Contributions

- a. Minimum Voluntary Contribution: \_\_\_\_\_
- b. Maximum Voluntary Contribution: \_\_\_\_\_%
- c. Maximum of total combined Elective Deferral/Voluntary Contribution: \_\_\_\_\_%
- d. Other limitations: \_\_\_\_\_

**NOTE:** C.7b and C.7c may not be more than 100% of Compensation.

**NOTE:** If C.7d is selected the requirements provided must be nondiscriminatory, objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.

#### Mandatory Contributions

**NOTE:** If A.9 is "Yes" (Mandatory Contributions are permitted), an Eligible Employee who has met the requirements specified for Mandatory Contributions will be eligible to make Mandatory Contributions to the Plan as follows (Section 4.01):

#### 8. Mandatory Contribution Amount

- a. Mandatory After-Tax Contributions will be required in the following amount with the following limitations: \_\_\_\_\_
- b. Mandatory Pre-Tax Contributions will be required in the following amount with the following limitations: \_\_\_\_\_

### D. CONTRIBUTIONS - MATCHING, NON-ELECTIVE, AND OTHER CONTRIBUTIONS

#### Matching - Allocation Service

**NOTE:** If A.10 is "Yes", an Eligible Employee who has met the requirements of Section B and who has satisfied the following requirements will be eligible to receive an allocation of Matching Contributions during the applicable Plan Year.

#### 1. Allocation Service Requirements for Matching Contributions

- a. ☐ In order to share in the allocation of Matching Contributions, a Participant is required to complete the following Hours of Service in the applicable Plan Year 1,000
- b. ☐ In order to share in the allocation of Matching Contributions, a Participant is required to be employed by the Adopting Employer on the last day of the Plan Year
- c. ☐ In order to share in the allocation of Matching Contributions, a Participant is required to be employed by the Adopting Employer on the last day of the Plan Year or complete at least \_\_\_\_\_ Hours of Service in the applicable Plan Year
- d. ☒ None



#### **D. CONTRIBUTIONS - MATCHING, NON-ELECTIVE, AND OTHER CONTRIBUTIONS**

manner that is subject to Adopting Employer discretion.

##### **5. Matching Contribution Formula**

The Adopting Employer's Matching Contribution will be allocated to eligible Participants who have met the requirements of Section B and D.1 through D.3 as follows:

- a. ☒ A discretionary amount and percentage of Matched Employee Contributions
- b. ☐ Tiered Matching Formula. The Adopting Employer will contribute as a Matching Contribution an amount equal to:  
**Rate One**  
\_\_\_\_\_ % of the Participant's Matched Employee Contributions that are not in excess of  
\_\_\_\_\_ % of the Participant's Compensation
- c. ☐ Years of service
  - i. The Matching contribution will be made according to the schedule below:
    - A. \_\_\_\_\_ Years of service \_\_\_\_\_ % of Matched Employee Contributions
    - ii. ☐ Only Matched Employee Contributions that are not in excess of \_\_\_\_\_ % of the Participant's Compensation will be matched.
    - iii. In determining years of service in this D.5c, the following service will be used:
      - A. ☐ Years of Eligibility Service
      - B. ☐ Years of Vesting Service
  - iv. Enter the number of Hours of Service necessary to earn a year of service described in D.5c.i: \_\_\_\_\_

**NOTE:** The first tier of Matching Contributions in D.5c.i will be available no later than the period described in 410(a)(1).

- d. ☐ Special schedule. Matching Contributions shall be made according to the following fixed schedule: \_\_\_\_\_

**NOTE:** The discretionary formula in D.5a must meet the nondiscrimination requirements regarding benefits, rights, or features described in Treas. Reg. section 1.401(a)(4)-4.

##### **6. Additional Discretionary Matching Contributions**

- ☐ Permit discretionary Matching Contributions to be made in addition to the contributions described in D.5b-d as a discretionary amount and percentage of Matched Employee Contributions

##### **7. Additional Fixed Matching Contributions**

- ☐ Permit additional fixed Matching Contributions to be made in addition to the contributions described in D.5b-d: \_\_\_\_\_

##### **8. Maximum Allocations for Matching Contributions**

Plan limits Matching Contributions to the following in each Plan Year:

- a. ☐ Maximum percentage of Compensation \_\_\_\_\_ %
- b. ☐ Maximum dollar amount \$ \_\_\_\_\_
- c. ☒ Other: The maximum amount the Adopting Employer will match for each participant is governed by the Adopting Employer's collective bargaining agreement, employment agreements, or memorandum of agreement or equivalent with Employees of the Adopting Employer, copies of which are attached as an addendum to this Adoption Agreement.
- d. ☐ No Maximum

**NOTE:** If D.8c is selected the requirements provided must be nondiscriminatory, objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.

##### **9. 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. ☐ At such times as may be determined by the Adopting Employer

- b. Apply the dollar limit in D.8:

- i. ☐ On a Plan Year basis only
- ii. ☐ Pro rata as of each period specified in D.9a

**NOTE:** D.9 will not apply if the Matching Contribution formula is discretionary (D.5a is selected).

**NOTE:** Any service requirements specified in D.1 through D.3 will be applied pro rata to the period selected in this D.9. Any last day rule specified in D.1 through D.3 will be applied as of the end of each period selected in this D.9.

**NOTE:** Discretionary Matching Contributions (if selected in D.5) may be allocated at a time other than that selected in D.9.

**NOTE:** D.9b will only apply if a maximum dollar amount (D.8b or D.8c) is selected and end of Plan Year (D.9a.i) is not selected.

#### **Non-Elective Contributions - Allocation Service**

## D. CONTRIBUTIONS - MATCHING, NON-ELECTIVE, AND OTHER CONTRIBUTIONS

### Non-Elective - Formula

#### 13. Amount of Non-Elective Contributions

- a. ☒ Discretionary in an amount as determined by the Adopting Employer
- b. ☐ \_\_\_\_\_ % of total Participant Compensation for the Plan Year
- c. ☐ \$\_\_\_\_\_ for the Plan Year
- d. ☐ Other (e.g., 5% of Employer's profits): \_\_\_\_\_

*NOTE: The Non-Elective Formula specified above (D.13d) must be objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.*

#### 14. Non-Elective Contribution allocation formula

The Adopting Employer's Non-Elective Contributions will be allocated to eligible Participants who have met the requirements of Section B and D.10 as follows (Section 4.03):

- a. ☐ Pro rata. In the ratio that each Participant's Compensation bears to the Compensation of all eligible Participants.
- b. ☐ Integrated. See D.15.
- c. ☒ Other: The formula used to calculate a non-elective contribution to be deposited into a 403(b) account upon retirement is set forth in the Adopting Employer's collective bargaining agreement, employment agreements, or memorandum of agreement or equivalent with Employees of the Adopting Employer, copies of which are attached as an addendum to this Adoption Agreement. If permitted under the Employer's collective bargaining agreement or memorandum of agreement, to the extent the amount exceeds the Participant's annual additions limit under Section 415(c) of the Code for that year, such excess shall be carried over by the Employer, without interest, and not contributed to the Plan in such limitation year, but shall be contributed to the Employer Contributions Account of the Participant in each of the next 5 calendar years following the Plan Year in which the Participant has a severance from employment with the Employer, up to the annual additions limit under Section 415(c) of the Code to the extent permitted by Section 403(b)(3) of the Code and applicable regulations thereunder.

*NOTE: The Non-Elective Contribution allocation formula specified above (D.14c) must be objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.*

#### 15. Non-Elective - Integration

Integration level for determining Excess Compensation:

- a. ☐ Taxable wage base (as defined under Section 230 of the Social Security Act) in effect on the first day of such Plan Year
- b. ☐ 20% of the taxable wage base (as defined under Section 230 of the Social Security Act) in effect on the first day of such Plan Year; minus \$1.00
- c. ☐ 80% of the taxable wage base (as defined under Section 230 of the Social Security Act) in effect on the first day of such Plan Year; minus \$1.00
- d. ☐ 80% of the taxable wage base (as defined under Section 230 of the Social Security Act) in effect on the first day of such Plan Year; plus \$1.00
- e. ☐ \_\_\_\_\_% (no more than 100%) of taxable wage base (as defined under Section 230 of the Social Security Act) in effect on the first day of such Plan Year
- f. ☐ Fixed dollar amount: \$\_\_\_\_\_ (not more than the taxable wage base (as defined under Section 230 of the Social Security Act) in effect on the first day of such Plan Year)

*NOTE: The amount of permitted disparity will be determined in accordance with the following table:*

Integration Level	Permitted Disparity
More than \$0 but not more than 20% of the TWB	5.7%
More than 20% of the TWB but not greater than 80% of the TWB	4.3%
More than 80% of the TWB but less than 100% of the TWB	5.4%
100% of the TWB	5.7%

TWB = taxable wage base (as defined under Section 230 of the Social Security Act)

#### 16. Allocation of Non-Elective Contributions

- a. Non-Elective 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

**E. VESTING****Vesting Service Rules****1. Vesting service computation method**

- a. ☐ Hours of Service. Number of Hours of Service necessary for a Year of Vesting Service: \_\_\_\_\_
- b. ☒ Elapsed Time

*NOTE: Unless E.1.b (Elapsed Time) is selected, the Plan will use the Hours of Service method for determining vesting service. If E.1.b is selected, questions E.2 through E.3 are disregarded.*

*NOTE: E.1.a may not be more than 1,000. If left blank, the Plan will use 1,000 Hours of Service.*

**2. Vesting Service Equivalencies**

- a. Select equivalency for vesting purposes:

- i. ☐ None.

An Employee will be credited with the following service with the Employer:

- ii. ☐ 10 Hours of Service for each day or partial day
- iii. ☐ 45 Hours of Service for each week or partial week
- iv. ☐ 95 Hours of Service for each semi-monthly payroll period or partial semi-monthly payroll period
- v. ☐ 190 Hours of Service for each month or partial month

- b. The hours equivalency selected in E.2a will apply to:

- i. ☐ All Employees
- ii. ☐ Only Employees not paid on a per-hour basis

*NOTE: E.2b does not apply if E.2a.i is selected.*

**3. Vesting Computation Period**

- a. ☐ Calendar year
- b. ☐ Plan Year
- c. ☐ The twelve-consecutive month period commencing on the date the Employee first performs an Hour of Service; each subsequent twelve-consecutive month period will commence on the anniversary of such date
- d. ☐ Other (must be a 12 month period): \_\_\_\_\_.

*NOTE: E.3d must be a twelve-consecutive month period.*

**4. Other Employer Service**

- ☐ Count years of service with employers other than the Adopting Employer for vesting purposes. List other employers and indicate for what purposes (e.g., Matching, Non-Elective, etc.) the service applies along with any limitations: (e.g., service with ABC Inc. will be included for determining vesting for Matching Contributions limited to three Years of Vesting Service) \_\_\_\_\_

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

**5. Vesting Exceptions**

- a. ☐ Death. Provide for full vesting for a Participant who terminates employment with the Adopting Employer due to death while an Employee.
- b. ☐ Disability. Provide for full vesting for a Participant who terminates employment with the Adopting Employer due to Disability while an Employee.
- c. ☐ Early Retirement. Provide for 100% vesting upon the attainment of Early Retirement Age while an Employee.

**6. Vesting Exclusions**

- a. ☐ Exclude Years of Vesting Service earned before age 18
- b. ☐ Exclude Years of Vesting Service earned before the Adopting Employer maintained this Plan or a predecessor plan
- c. ☐ One-year holdout. If an Employee has a One-Year Break in Service/Period of Severance, exclude Years of Vesting Service earned before such period until the Employee has completed a Year of Vesting Service after returning to employment with the Adopting Employer.
- d. ☐ Rule of parity. If an Employee does not have a nonforfeitable right to the Account balance derived from Adopting Employer contributions, exclude Years of Vesting Service earned before a period of five (5) consecutive One-Year Breaks in Service/Periods of Severance.

**7. Special Vesting Provisions**

and must be applied in a consistent and nondiscriminatory manner.

## **F. DISTRIBUTIONS - SEVERANCE FROM EMPLOYMENT/DEATH**

### **Definitions**

#### **1. Normal Retirement**

- a. Normal Retirement Age means:
- ☒ Attainment of age 62
  - ☐ Later of attainment of age \_\_\_\_\_ and the service specified in F.1b
  - ☐ Other: \_\_\_\_\_
- b. Select the type and length of service used to measure Normal Retirement Age:
- ☐ Eligibility. \_\_\_\_\_ Years of Eligibility Service
  - ☐ Vesting. \_\_\_\_\_ Years of Vesting Service
  - ☐ Participation. \_\_\_\_\_ anniversary of participation (e.g. third, fourth, etc.)

*NOTE: The age entered in F.1a may not be more than 65.*

*NOTE: F.1b may not require more than the fifth anniversary of participation as defined in Treas. Reg. section 1.411(a)-7(b)(1) and any superseding guidance.*

*NOTE: The Normal Retirement Age will be deemed met no later than the later of age 65 or the fifth anniversary of participation as defined in Treas. Reg. section 1.411(a)-7(b)(1) and any superseding guidance.*

#### **2. Early Retirement**

- a. Early Retirement Age means:
- ☒ None. The Plan does not have an early retirement feature.
  - ☐ Attainment of age \_\_\_\_\_
  - ☐ Later of attainment of age \_\_\_\_\_ and the service specified in F.2b
  - ☐ Other: \_\_\_\_\_
- b. Select the type and length of service used to measure Early Retirement Age:
- ☐ Eligibility. \_\_\_\_\_ Years of Eligibility Service
  - ☐ Vesting. \_\_\_\_\_ Years of Vesting Service
  - ☐ Participation. \_\_\_\_\_ anniversary of participation (e.g. third, fourth, etc.)

*NOTE: The age entered in F.2a may not be more than 65.*

*NOTE: F.2b is only applicable if F.2a.iii is selected.*

*NOTE: See related selections E.5c (vesting upon Early Retirement Age) and G.3c (in-service distributions upon Early Retirement Age).*

#### **3. Required Beginning Date**

Required Beginning Date for a Participant other than a More Than 5% Owner:

- ☐ Retirement. April 1 of the calendar year following the later of the calendar year in which the Participant: (x) attains age 70-1/2, or (y) retires
- ☐ Age 70-1/2. April 1 of the calendar year following the calendar year in which the Participant attains age 70-1/2
- ☒ Election. The option provided in F.3a; provided that a Participant may elect to begin distributions pursuant to either F.3a or F.3b

*NOTE: A Participant's Required Beginning Date is a protected benefit under Code section 411(d)(6).*

### **Time & Form of Payment**

#### **4. REA Requirements**

- ☐ Certain assets in the Transfer Account are subject to the REA requirements. The default form of payment for those Transfer Account assets that are subject to the REA requirements will be a Qualified Joint and \_\_\_\_\_% Survivor Annuity (not less than 50% and not more than 100%).

#### **5. Time of Payment**

Distributions after Severance from Employment for reasons other than death will commence (Section 7.02):

- ☒ Immediate. As soon as administratively feasible with a final payment made consisting of any allocations occurring after such Severance from Employment
- ☐ End of Plan Year. As soon as administratively feasible after all contributions have been allocated relating to the Plan Year in which

## F. DISTRIBUTIONS - SEVERANCE FROM EMPLOYMENT/DEATH

ii. ☐ Yes - the following conditions and/or limitations will apply: \_\_\_\_\_

iii. ☐ No

*NOTE: If F.8c.i or F.8c.ii is selected, a Beneficiary may elect to have the Plan Administrator apply his Account to the extent provided above toward the purchase of an annuity contract, which will be distributed to the Beneficiary. The terms of such annuity contract will comply with the provisions of this Plan (including Section 7.05) and any annuity contract will be nontransferable.*

*NOTE: F.8c.ii must be applied in a consistent and nondiscriminatory manner (for example, limiting annuity distributions to accounts in excess of a certain dollar amount.)*

### 9. Beneficiaries

a. Death benefits when there is no designated Beneficiary:

i. ☒ Standard according to Section 7.04(c)

ii. ☐ Other (e.g., Spouse first, if no surviving Spouse then Participant's estate): \_\_\_\_\_

b. ☐ Revocation. A Beneficiary designation to a spouse will be automatically revoked upon the following circumstances (e.g., divorce): \_\_\_\_\_

c. ☐ For purposes of determining a Participant's spouse, the one-year rule in Code section 417(d), Treas. Reg. section 1.401(a)-20 applies.

*NOTE: If F.9a.ii (Other) is selected, death benefits when there is no designated beneficiary will be provided pursuant to F.9a.ii. The death benefits described must be definitely determinable and may not be specified in a manner that is subject to discretion.*

*NOTE: If revocation is selected (F.9b) you may use this item to indicate automatic revocation upon divorce.*

### Cash Out

### 10. Cash Out

a. ☒ Involuntary cash-out amount for purposes of Section 7.03: \$1,000

b. Involuntary cash-out of a terminated Participant's Account balance when it exceeds the cash-out amount specified in F.10a is deferred under Section 7.03(b) until:

i. ☐ 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

iv. ☒ Other (e.g., Required Beginning Date made in a direct rollover to an IRA): Money will not be forced out of the account until the participant requests or distribution is required under applicable laws and regulations.

c. ☐ Exclude amounts attributable to Rollover Contributions in determining the value of the Participant's vested Account balance for purposes of F.10a

*NOTE: F.10a has a \$5,000 maximum; \$5,000 will be entered unless otherwise specified.*

*NOTE: If F.10a is not selected, F.10c does not apply.*

*NOTE: Any entry in F.10b.iv must comply with Code section 411(a)(11), Section 7.03 and other requirements of Article 7.*

## G. DISTRIBUTIONS IN-SERVICE WITHDRAWALS/LOANS/OTHER DISTRIBUTIONS

*NOTE: See Section 8.06 for limits on in-service distributions.*

*NOTE: In-service withdrawal options are meant as enabling rules. If an in-service distribution is permitted under any option specified below, the in-service withdrawal is permissible.*

### Vesting Status

#### 1. Vesting Status for In-service Withdrawals

Select one:

☐ In-service withdrawals otherwise permitted under Section G are allowed from Accounts that are partially vested

☒ An Account must be fully vested for a Participant to receive an in-service withdrawal

*NOTE: The response to G.1 will be ignored if the Plan does not allow in-service withdrawals.*

*NOTE: Withdrawals under G.2-11 are only permitted from the portion of a Participant's Accounts described in G.1 unless otherwise specified in G.12.*

### Hardship

**G. DISTRIBUTIONS IN-SERVICE WITHDRAWALS/LOANS/OTHER DISTRIBUTIONS**

- i. ☒ Yes
- ii. ☐ Yes - only if the withdrawal from the Roth Elective Deferral Account qualifies as a "qualified distribution" within the meaning of Code section 402A(d)(2)
- iii. ☐ No

g. ☐ Other limitations on Hardship withdrawals (e.g., one Hardship withdrawal per Plan Year): \_\_\_\_\_

*NOTE: If G.2d is selected, the requirements of Section 8.01(b)(2) will not apply, the amount of the hardship withdrawal may not exceed the Participant's vested interest under the applicable Account and the requirements of Revenue Ruling 71-224 and any superseding guidance will apply.*

*NOTE: G.2f only applies if A.7b is "Yes," (Roth Elective Deferrals are permitted) and hardship withdrawals are permitted from the Elective Deferral Account.*

*NOTE: Any limitations in G.2g (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 Adopting Employer discretion. Minimum amount of hardship withdrawals may not exceed \$1,000.*

**3. Normal/Early Retirement**

a. Allow in-service distributions after attainment of Normal Retirement Age (Section 7.01(b)) from the following Accounts:

- i. ☐ None
- ii. ☒ All Accounts
- iii. ☐ Selected Accounts

b. If Selected Accounts is selected, Normal Retirement Age withdrawals may be made from the following Accounts:

- i. ☐ Elective Deferral Account
- ii. ☐ Voluntary Contribution Account
- iii. ☐ Mandatory After-Tax Contribution Account
- iv. ☐ Mandatory Pre-Tax Contribution Account
- v. ☐ Matching Contribution Account
- vi. ☐ Non-Elective Contribution Account
- vii. ☐ Qualified Non-Elective Contribution Account
- viii. ☐ Rollover Contribution Account
- ix. ☐ Transfer Account
- x. ☐ Other: (e.g., Merged Assets) \_\_\_\_\_

*NOTE: The "Other" accounts specified above (G.3b.x) must be objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.*

c. Allow in-service distributions after attainment of Early Retirement Age (Section 7.01(a)) from the following Accounts:

- i. ☐ None
- ii. ☐ All Accounts
- iii. ☐ Selected Accounts

d. If Selected Accounts is selected, Early Retirement Age withdrawals may be made from the following Accounts:

- i. ☐ Elective Deferral Account
- ii. ☐ Voluntary Contribution Account
- iii. ☐ Mandatory After-Tax Contribution Account
- iv. ☐ Mandatory Pre-Tax Contribution Account
- v. ☐ Matching Contribution Account
- vi. ☐ Non-Elective Contribution Account
- vii. ☐ Qualified Non-Elective Contribution Account
- viii. ☐ Rollover Contribution Account
- ix. ☐ Transfer Account
- x. ☐ Other: (e.g., Merged Assets) \_\_\_\_\_

*NOTE: The "Other" accounts specified above (G.3d.x) must be objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.*

*NOTE: If the Normal Retirement Age and/or Early Retirement Age is less than age 59-1/2 and in-service is selected, Elective Deferrals, Matching Contributions held in a custodial account, and Non-Elective Contributions held in a custodial account will not be eligible for withdrawal until the Participant attains age 59-1/2.*

**4. Specified Age and Service**

a. In-service withdrawals are allowed on attainment of age \_\_\_\_\_ and \_\_\_\_\_ service:

- i. ☒ None

## G. DISTRIBUTIONS IN-SERVICE WITHDRAWALS/LOANS/OTHER DISTRIBUTIONS

until the Participant attains age 59-1/2; but only to the extent withdrawals are permitted from such Accounts pursuant to G.5a and G.5b.

**NOTE:** G.5b only applies if G.5a.iii is selected.

**NOTE:** G.5c only applies if A.7b is "Yes," (Roth Elective Deferrals are permitted), and G.5a.ii or G.5a.iii and G.5b.i is selected.

### Other Withdrawals

#### 6. Withdrawals After Period of Participation

- a. ☐ Matching Contributions. In-service withdrawals are allowed from a Participant's Matching Contribution Account after \_\_\_\_\_ years of Participation
- b. ☐ Non-Elective Contributions. In-service withdrawals are allowed from a Participant's Non-Elective Contribution Account after \_\_\_\_\_ years of Participation

**NOTE:** Withdrawals under G.6a are only permitted from the Matching Contribution Account to the extent such Account is held in annuity contracts.

**NOTE:** Withdrawals under G.6b are only permitted from the Non-Elective Contribution Account to the extent such Account is held in annuity contracts.

**NOTE:** G.6a-b may not be less than five.

#### 7. Withdrawals After Period of Accumulation

- a. ☐ Matching Contributions. In-service withdrawals are allowed from a Participant's Matching Contribution Account on funds held for \_\_\_\_\_ years.
- b. ☐ Non-Elective Contributions. In-service withdrawals are allowed from a Participant's Non-Elective Contribution Account on funds held for \_\_\_\_\_ years.

**NOTE:** Withdrawals under G.7a are only permitted from the Matching Contribution Account to the extent such Account is held in annuity contracts.

**NOTE:** Withdrawals under G.7b are only permitted from the Non-Elective Contribution Account to the extent such Account is held in annuity contracts.

**NOTE:** G.7a-b may not be less than two.

#### 8. At Any Time

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

- a. ☐ Voluntary Contribution Account
- b. ☐ Mandatory After-Tax Contribution Account
- c. ☐ Mandatory Pre-Tax Contribution Account
- d. ☒ Rollover Contribution Account

#### 9. Military Distributions

- a. ☒ Qualified Reservist Distributions are permitted.
- b. ☒ Deemed Severance Distributions are permitted.

#### 10. Transfer Account

Distributions are permitted for a Participant who has attained age 62 and who has not separated from employment from the Transfer Account.

- a. ☐ Yes - under any distribution option offered to a Participant who has incurred a Termination of Employment
- b. ☐ Yes - limited to the following terms and conditions: \_\_\_\_\_

**NOTE:** G.10 only applies if F.4 is selected (Plan has received a transfer of assets from a plan subject to the survivor annuity rules of Code sections 401(a)(11) and 417).

#### 11. Disability

☒ Allow distributions upon Disability.

**NOTE:** If distribution upon Disability is selected, the following Accounts may not be distributed unless a severe disability equivalent to A.18a has occurred: (i) Elective Deferral Account, (ii) Qualified Non-Elective Contribution Account. A severe disability equivalent to A.18a 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 will be supported by medical evidence.

### Conditions/Limitations

#### 12. Other Conditions/Limitations

☐ The following limitations, conditions, and/or special rules apply to in-service withdrawals (e.g., Participant is limited to one in-service

## G. DISTRIBUTIONS IN-SERVICE WITHDRAWALS/LOANS/OTHER DISTRIBUTIONS

*subject to Adopting Employer discretion.*

### Loans

#### 15. Loans

☒ Loans are permitted

### Exchanges

#### 16. Exchanges

☒ Exchanges are permitted

### Transfers to Purchase Service Credit

#### 17. Transfers to Purchase Service Credit

☒ Transfers to Purchase Service Credit are permitted

## H. PLAN OPERATIONS

### Plan Operations

#### 1. Permitted Investments

- a. ☒ Annuity Contracts
- b. ☒ Custodial Accounts

#### 2. Participant Self-Direction

- a. Specify the extent to which the Plan permits Participant self-direction:
  - i. ☒ All Accounts
  - ii. ☐ Some Accounts
  - iii. ☐ None
- b. If Some Accounts is selected, a Participant may self-direct the following Accounts:
  - i. ☐ Elective Deferral Account
  - ii. ☐ Voluntary Contribution Account
  - iii. ☐ Mandatory After-Tax Contribution Account
  - iv. ☐ Mandatory Pre-Tax Contribution Account
  - v. ☐ Matching Contribution Account
  - vi. ☐ Non-Elective Contribution Account
  - vii. ☐ Qualified Non-Elective Contribution Account
  - viii. ☐ Rollover Contribution Account
  - ix. ☐ Transfer Account
  - x. ☐ Other (e.g., QMAC Contribution Account): \_\_\_\_\_

*NOTE: The other account specified above (H.2b.x) must be objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.*

- c. ☐ Participants may also establish individual brokerage accounts.
- d. Participants may exercise voting rights with respect to the following investments:
  - i. ☒ All investments
  - ii. ☐ Selected investments: \_\_\_\_\_

*NOTE: If H.2a.iii (None) is selected, H.2b through H.2d do not apply.*

*NOTE: H.2b only applies if H.2a.ii is selected.*

#### 3. Valuation Date

Enter Valuation Date:

- a. ☐ Last day of Plan Year



J. EXECUTION PAGE

The undersigned agree to be bound by the terms of this Adoption Agreement and Basic Plan Document and acknowledge receipt of same. By signing this Adoption Agreement, the undersigned acknowledges having reviewed the Appendices and Amendments to the Basic Plan Document.

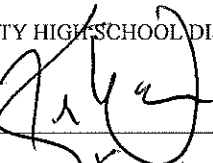
The parties have caused this Plan to be executed this 16 day of August, 2022.

COMMUNITY HIGH SCHOOL DISTRICT 155 (ADOPTING EMPLOYER):

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title/Position: \_\_\_\_\_

  
KEVIN WERNER  
CFO

- ☒ Annuities
- 17. ROTH – Equitable (formerly AXA)
  - ☒ Mutual Funds
  - ☒ Annuities
- 18. ROTH – Fidelity Management Trust
  - ☒ Mutual Funds
  - ☐ Annuities
- 19. ROTH – Horace Mann Life Ins. Co.
  - ☒ Mutual Funds
  - ☒ Annuities
- 20. ROTH – Invesco OppenheimerFunds
  - ☒ Mutual Funds
  - ☐ Annuities
- 21. ROTH – Lincoln Investment
  - ☒ Mutual Funds
  - ☒ Annuities
- 22. ROTH – National Life Group (LSW)
  - ☒ Mutual Funds
  - ☒ Annuities
- 23. ROTH – Security Benefit
  - ☒ Mutual Funds
  - ☒ Annuities
- 24. Security Benefit
  - ☒ Mutual Funds
  - ☒ Annuities
- 25. Thrivent Financial for Lutherans
  - ☒ Mutual Funds
  - ☒ Annuities
- 26. Vanguard Fiduciary Trust Co.
  - ☒ Mutual Funds
  - ☐ Annuities
- 27. Voya Financial (Reliastar)
  - ☒ Mutual Funds
  - ☒ Annuities

#### Service Providers

- a. Omni Financial Group, Inc. will perform the following services for the plan: The services Omni Financial Group, Inc. ("OMNI") provides to the Adopting Employer are set forth in the Services Agreement between OMNI and the Adopting Employer.

#### Plan Sponsor

The following administrative functions will be performed by the Plan Sponsor:

The services the plan sponsor (i.e., the Adopting Employer) will provide are set forth in the in the Services Agreement between OMNI and the Adopting Employer.

HARDSHIP DISTRIBUTION ADDENDUM

This Addendum is intended as a good faith effort to comply with the requirements of the hardship distribution final regulations and is to be construed in accordance with same. Both the Addendum and the provisions of the hardship distribution final regulations will supersede any inconsistent Plan provisions.

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

1. Safe Harbor Contributions/QNECs/QMACs

*Effective on the first day of the first plan year after 12/31/2018, if available under the Plan, Qualified Non-Elective Contributions (QNECs), Qualified Matching Contributions (QMACs) or contributions used to satisfy the safe harbor requirements of Code sections 401(k)(12) or 401(k)(13), or 401(m)(11) or 401(m)(12), not held in a Custodial Account will be available for hardship distributions.*

☒ Effective 1/1/2020, hardship distributions are permitted from Qualified Non-Elective Contributions, Qualified Matching Contributions or contributions used to satisfy the safe harbor requirements of Code sections 401(k)(12) or 401(k)(13), or 401(m)(11) or 401(m)(12), if available under the Plan and not held in a Custodial Account.

☐ Hardship distributions continue to be prohibited from Qualified Non-Elective Contributions, Qualified Matching Contributions or contributions used to satisfy the safe harbor requirements of Code sections 401(k)(12) or 401(k)(13), or 401(m)(11) or 401(m)(12).

2. Amount Necessary to Satisfy Need Requirement

*Effective on the first day of the first plan year after 12/31/2018, a hardship distribution will be considered necessary to satisfy an immediate and heavy financial need of the Participant only if:*

- *The distribution is not in excess of the amount required to satisfy the financial need (including any amounts necessary to pay any federal, state or local income taxes or penalties reasonably anticipated to result from the distribution);*
- *The Participant has obtained all other currently available distributions, other than hardship distributions, under any deferred compensation plan, whether qualified or nonqualified, maintained by the Employer; and*
- *Effective for distributions made on or after 01/01/2020, the Participant has represented (in writing or by an electronic medium) that he has insufficient cash or other liquid assets to satisfy the financial need.*

☒ Effective 1/1/2020, a distribution will be determined to satisfy an immediate and heavy financial need only if the three criteria listed above are met.

☐ The following provisions will be used for complying with the amount necessary to satisfy need requirement: \_\_\_\_\_

3. Six-Month Suspension

*If the Safe Harbor criteria are used for hardship distributions, effective on the first day of the first plan year after 12/31/2018, the six-month suspension period for Elective Deferrals (and after-tax contributions) will no longer be a condition for obtaining a hardship distribution, even if the hardship distribution was made in the prior plan year.*

☒ Effective 1/1/2020, the Plan will not initiate a six-month suspension period on Elective Deferrals (and after-tax contributions) following a hardship distribution (cannot be later than 01/01/2020).

☐ The Plan will discontinue any remaining portion of the suspension period for hardship distributions made prior to the entered effective date.

☒ The Plan will continue any remaining portion of the full six-month suspension period for hardship distributions made prior to the entered effective date.

4. Loan Requirement

*If the Safe Harbor criteria are used for hardship distributions, effective on the first day of the first plan year after 12/31/2018, Participants are not required to take all nontaxable loans under all plans maintained by the Employer prior to applying for a hardship distribution.*

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 01/01/2020 (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: 01/01/2020 (no earlier than the plan year beginning after 12/31/2019).

☐ The following limitations and conditions apply: \_\_\_\_\_.

5. Transfer Account

**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 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.

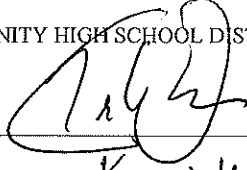
**B. Expanded Loan Provisions**

- 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

ADDENDA EXECUTION PAGE

The undersigned agree to be bound by the terms of the foregoing addenda to the Plan and acknowledge receipt of same. The addenda are executed this 16 day of August, 2022.

COMMUNITY HIGH SCHOOL DISTRICT 155:

Signature: 

Print Name: KEVIN WERNER

Title/Position: CFO