# The Christian and Missionary Alliance Retirement Plan Adoption Agreement

# Adoption Agreement for Churches and Qualified Church-Controlled Organizations (QCCOS)

**Whereas**, The Christian and Missionary Alliance ("C&MA") maintains The Christian and Missionary Alliance Retirement Plan ("Plan") and the related Trust Agreement ("Trust") for the benefit of the Employees of C&MA churches, C&MA national office, and other C&MA supporting organizations participating therein, and

Whereas, the Plan is intended to be a church plan described in Section 414(e) of Internal Revenue Code ("Code") and a church retirement income account program described in Section 403(b)(9) of the Code, and

Whereas, the C&MA wishes to extend participation in the Plan to the Adopting Employer designated below ("Adopting Employer"), whereby the Adopting Employer will thereafter establish its own separate Code section 403(b)(9) plan.

**Now therefore, by this agreement**, the Adopting Employer hereby adopts the Plan as an Employer thereunder, to provide retirement benefits for its Eligible Employees. The Adopting Employer agrees to contribute to the Plan on behalf of its participating Eligible Employees and to be subject to the terms, provisions, and conditions of the Plan, as it may be amended from time to time, as supplemented by the following:

**NOTE:** This Adoption Agreement is required and must be completed prior to or at the time of enrollment in The Christian and Missionary Alliance 403(b) Retirement Plan, and a revised Adoption Agreement must be completed if the Adopting Employer changes any provisions in this Agreement.



### **EMPLOYER STATUS**

Name of Adopting Employer		Church Code Num	Church Code Number		
Ent	ity Phone Number	 Entity Fax Number	Entity Fax Number		
Ad	dress of Adopting Employer				
Cit	у	State	Zip Code		
Pri	ncipal Contact of Adopting Employer				
Pri	ncipal Contact Email Address	Principal Contact	Phone Number		
ΕI	MPLOYER STATUS				
	The Adopting Employer is an <b>orga</b> l 501(c)(3) and is a <b>Church</b> . <sup>1</sup>	<b>nization</b> that is exempt f	rom tax under Code section		
	The Adopting Employer is an <b>orga</b> l 501(c)(3) and is a <b>Qualified Churc</b>	•			
	The Adopting Employer is an employer of a <b>C&amp;MA chaplain</b> (i.e., a minister described in Code section 414(e)(5)(A)(i)(II)). If this option is selected, the sole Eligible Employee is the C&MA chaplain. No other employees of the Adopting Employer are eligible for the Plan.				
	The Adopting Employer is a <b>self-e</b> section 414(e)(5)(A)(i)(I)).	mployed minister (i.e., a	minister described in Code		

<sup>&</sup>lt;sup>1</sup>The term "Church" means a church, a convention or association of churches, or an elementary or secondary school which is controlled, operated, or principally supported by a church or by a convention or association of churches.

<sup>&</sup>lt;sup>2</sup>The term "Qualified Church-Controlled Organization" (QCCO) generally includes any church-controlled, tax-exempt organization described in Code section 501(c)(3), that does not generally offer goods, services, or facilities for sale to the general public or receives less than 25% of its support from government sources or receipts from admissions, sales of merchandise, performance of services, or furnishing of facilities, in related activities or business. If you are not sure if you meet the definition of a QCCO, please consult your legal counsel.



#### **EFFECTIVE DATE**

described below.

# **New Participation in the Plan**

	e effective date of the Plan, as initially adopted by the Ado			
Εm	nployer, is	_ /	/	
An	nendment of Existing Adoption Agreement			
	e effective date of this amended and restated Adoption reement is	_/		
	e initial effective date of the Plan, as adopted by the Adoptoper, was			
ΕL	IGIBILITY			
М	inimum Required Weekly Work Hours			
Em Ho mi	e Plan provides that only Eligible Employees may participal ployee is defined as any Employee who normally works wever, the Adopting Employer can change the eligibility stanimum required hours a week of employment or by specify ssification below.	at leas andard	t 20 hours per wee s by changing the	
	The Adopting Employer elects to use the definition of Elig Plan, which states all Employees who normally work <b>20 ho</b> Eligible Employees, subject to any exclusions described b	urs or	. ,	
	The Adopting Employer elects to define Eligible Employee	s as th	ose Employees who	0

# Minimum Service Requirement before an Employee may Participate

normally work hours or more per week, subject to any exclusions

Section 3.1 of the Plan allows the Adopting Employer to establish a minimum service requirement that each Eligible Employee must meet before the Eligible Employee can participate in the Plan. If the Adopting Employer does not establish any minimum service requirement, the employee can participate in the Plan on the date he/she becomes an Eligible Employee. If the Adopting Employer establishes a service requirement, any such service requirement must apply to all employees of the Adopting Employer.

**NOTE:** If this is an amendment of an existing Adoption Agreement, any Employee who is currently a participant in the Plan shall continue to participate.



	No service is required. Each Employee will become eligible to participate in the Plan immediately upon becoming an Eligible Employee.		
	The Adopting Employer elects that all Eligible Employees will be eligible to participate in the Plan when the following service requirement is met:		
		Completion of months of service	
		Completion of year(s) of service (for this purpose, a year of service is a 12-month period beginning on the Employee's first day of employment and, if applicable, subsequent anniversaries of the first day of employment)	
	adı	rticipation will commence as of a date established by the Adopting Employer's ministrative procedure, which will be no later than the first day of the calendar onth following completion of the service requirement.	
	-	rposes of determining the months or years of service, employment with any unit of the C&MA:	
	wil	I be taken into account uill <u>NOT</u> be taken into account	
Ot	he	er Exclusions	
The	e fo	llowing classification(s) of Employees are not eligible to participate in the Plan:	

## **CONTRIBUTIONS**

# **Elective Deferrals (Pre-tax Contributions and Roth Contributions)**

All Eligible Employees who meet the minimum service requirements described above are eligible to make pre-tax contributions and/or Roth contributions to the Plan. (Roth contributions are made on an after-tax basis.)



# **Matching Contributions**

Section 4.1(c) of the Plan provides that the Adopting Employer will make Matching Contributions equal to at least fifty percent (50%) of the amount of an Eligible Employee's elective deferrals (pre-tax contributions and Roth contributions) for a payroll period up to an amount equal to three percent (3%) of the participating Employee's Compensation for the payroll period (the maximum amount of Compensation to be taken into account under such formula is 6% of Compensation for a payroll period). However, the Plan provides that an Adopting Employer may provide participating Employees with a higher rate of Matching Contributions and may provide that a greater amount of an Employee's elective deferrals (both pre-tax contributions and Roth contributions) will be eligible for the Matching Contributions.

an Em	e Adopting Employer will make Matching Contributions to the Plan at the rate d in the amount specified in Section 4.1(c) of the Plan. (50% of Eligible apployee's elective deferrals up to a maximum Matching Contribution of 3% of the gible Employee's Compensation per payroll period)
Th	e Adopting Employer will make Matching Contributions to the Plan as follows:
	Matching Contributions will be made on behalf of each Eligible Employee in the amount of% (must be at least 50%) of an Eligible Employee's elective deferrals (pre-tax contributions and Roth contributions), subject to a maximum Matching Contribution of% (must be at least 3% of the Eligible Employee's Compensation per payroll period).
	If an Eligible Employee makes elective deferrals (pre-tax contributions and/or Roth contributions) for a payroll period, the Adopting Employer will make a Matching Contribution of <b>\$ per payroll period</b> , regardless of the amount of the Eligible Employee's elective deferrals for such payroll period; provided that such Matching Contribution must be no less than 3% of the Eligible Employee's

**NOTE:** If the General Council of the C&MA decides to amend the Plan to increase the minimum rate of Matching Contributions, and if such increase is greater than the amount specified in this Adoption Agreement, the provisions in the amended Plan shall control over the rate or amount specified in this Adoption Agreement.

#### **DISCRETIONARY CONTRIBUTIONS**

Compensation for such payroll period.

**By adopting this Plan**, the Adopting Employer also has the right to make discretionary Employer Contributions each year, in addition to Employer Matching Contributions, in such amounts as may from time to time be determined and documented by the Adopting Employer.



#### COMPENSATION

The Plan's definition of Compensation for purposes of determining contributions is described on the attached Compensation Addendum. Please review this Addendum closely. If the Adopting Employer desires to modify the Plan's definition of Compensation, those changes should be noted on the Compensation Addendum and a signed Addendum should be included with this Adoption Agreement.

# OTHER 403(B) VENDORS

**Unless the box below is checked**, the sole investment provider under the Plan is The Christian and Missionary Alliance Retirement Plan. No contributions have been made to any other investment provider that is treated as part of the same 403(b) plan with The Christian and Missionary Alliance Retirement Plan at any time after December 31, 2004.

□ The Adopting Employer has allowed Employees to make contributions to other investment providers under the Plan in addition to The Christian and Missionary Alliance Retirement Plan. The Adopting Employer must complete the Other 403(b) Vendor Addendum, and a signed Addendum should be included with this Adoption Agreement.

#### AMENDMENT AND TERMINATION

Except as otherwise provided in the Plan, including this Adoption Agreement, it is agreed that the Plan will be amended only by the Benefit Board or General Council. However, the Adopting Employer may from time to time change its elections under this Adoption Agreement, including the right to change the provisions of this Adoption Agreement as they relate to future contributions; provided that at no time may an Adopting Employer change the rate of future contributions below the minimum rates established in the Plan. The execution of a new Adoption Agreement is required for any change of elections under this Adoption Agreement. Any such change shall not be effective until the amended Adoption Agreement is received and accepted by Alliance Benefits.

The Adopting Employer shall have the right to discontinue its participation in the Plan at any time by taking appropriate action through its governing body and informing Alliance Benefits and the Adopting Employer's Participants in the Plan, in writing, of such action.



Adopting Employer

### **AUTHORIZATION AND SIGNATURES**

**In witness whereof**, the Adopting Employer hereby agrees to the provisions of the Plan, including the provisions set forth in this Adoption Agreement. Except as otherwise provided in the Plan, including this Adoption Agreement, it is agreed that the Plan will be amended only by the Benefit Board or General Council.

On behalf of the Adopting Employer, I hereby agree to the terms and conditions of this Adoption Agreement and the Plan, and I hereby certify that the necessary corporate actions (if any) required to approve the execution of this Adoption Agreement have been taken in accordance with the requirements of applicable law.

Entity Name of Adopting Employer		
By (Authorized Signer) - Original Signature Required	Date Signed	
Entity Title of Signer		
The Christian and Missianaw, Allianae		
The Christian and Missionary Alliance		

# **Returning the Application**

The Adopting Employer should retain a copy of this Adoption Agreement in its file, along with a copy of the Plan document. In addition, please send a copy of the signed Adoption Agreement to Alliance Benefits through the online portal at <a href="Formsite">Formsite</a> or by one of the methods below:

U.S. Mail	Fax	Email
The Christian and Missionary Alliance Alliance Benefits 6421 East Main Street Reynoldsburg, OH 43068	(719) 262-5397	retirement@cmalliance.org



# The Christian and Missionary Alliance Retirement Plan Compensation Addendum

#### A. BASE DEFINITION OF COMPENSATION

For purposes of calculating contributions, the Plan definition of Compensation applies unless the Adopting Employer elects a different definition as provided below or as otherwise provided in the Adoption Agreement.

The Plan document generally provides that Compensation means the taxable compensation reported in Box 1 of the Participant's IRS Form W-2, **with the following adjustments:** 

- Amounts contributed by a Participant under a 403(b) or 401(k) plan or under a cafeteria (125) plan are included in Compensation.
- Overtime, office allowances, auto allowances, other special allowances, and other irregular payments are excluded from Compensation.
- Amounts paid by the Adopting Employer to the Participant for the purpose of offsetting payments made by the Participant under the Self-Employment Contributions Act are included in Compensation.
- In the case of a Participant who is a minister of the gospel, any clergy housing allowance is included in Compensation or, if the Adopting Employer provides the minister with a residence, an additional 30 percent of the minister's base salary or wages is included in Compensation.

If the Adopting Employer desires to modify the definition of Compensation, please indicate below:

Compensation will <u>NOT</u> include the following:		
Compensation will include the following:		

**Note:** Under IRS rules, amounts that are nontaxable as housing allowance are not compensation for purposes of the Code section 415 definition of compensation. Thus, such amounts cannot be counted as compensation for purposes of the 100% of compensation contribution limit. However, for purposes of calculating Plan contributions, the definition of compensation described above includes nontaxable housing allowance. Contributions must still satisfy the Code section 415 limit without taking into account nontaxable housing allowance.



If the Adopting Employer is a "non-qualified church-controlled organization," for purposes of calculating Matching Contributions and Discretionary Contributions, the definition of Compensation used to allocate such contributions must not discriminate in favor of highly compensated employees, as defined by IRS regulations.

It is important that the Adopting Employer accurately applies the definition of Compensation as described in the Plan and the Adoption Agreement. Any questions about the definition of Compensation should be addressed before this Adoption Agreement is signed.

If the Adopting Employer is a "non-qualified church-controlled organization," compensation in excess of a dollar amount established by the IRS each year (for 2025, this amount is \$350,000) may not be taken into account when determining a Matching Contribution or Discretionary Contribution that is based on a percentage of Compensation.

## **B. AMOUNTS PAID AFTER TERMINATION OF EMPLOYMENT**

Compensation generally only includes amounts that are paid to a Participant while he or she is eligible to participate in the Plan. However, if a Participant terminates employment, Compensation will include Regular Compensation and Payments for Unused Leave, as those terms are described below, provided that (i) payment of such amounts is made by the later of  $2\frac{1}{2}$  months after termination of employment with the Adopting Employer or the end of the calendar year that includes the date of termination of employment with the Adopting Employer and (ii) such amounts would have been included in the definition of Compensation if paid prior to termination of employment.

- Regular Compensation: A payment of regular compensation for services during the Employee's regular working hours, or compensation for services outside the Employee's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments to the extent such payment would have been made prior to a termination of employment if the Employee had continued in employment with the Employer.
- Payments for Unused Leave: Payment for unused accrued bona fide sick, vacation, or other leave, but only if the Employee would have been able to use the leave if employment had continued.

Compensation excludes any other amounts paid after termination of employment (such as severance pay).

If the Adopting Employer desires to modify the definition of Compensation with respect to Regular Compensation and Payments for Unused Leave paid after termination of employment, please indicate below.

Compensation will $\underline{NOT}$ include the fo	llowing amounts paid after termination of
employment:	
□ Regular Compensation	Payments for Unused Leave



# C. CONTRIBUTION PERIOD FOR MATCHING CONTRIBUTIONS

Unless otherwise elected below, the "contribution period" for purposes of calculating the amount of Matching Contributions is the payroll period (which means that Matching Contributions will be based on payroll period Compensation and a true-up contribution will not be required).

Instead of payroll period, the contribution period for Matching Contributions is:			
☐ Calendar Month	☐ Plan Year G	uarter	Plan Year
If calendar month, Plan Year quarter, or Plan Year is selected above, the Adopting Employer must calculate the Matching Contribution required with respect to the full contribution period, taking into account the eligible Participant's elective deferrals (both pre-tax contributions and Roth contributions) and Compensation for the full contribution period, and contribute any additional Matching Contributions necessary to "true up" the Matching Contribution so that the full Matching Contribution is made for the applicable contribution period.  Adopting Employer			
Entity Name of Adopting Employer			
By (Authorized Signer) - Original Signature Required			
Entity Title of Signer		Date Signed	



# The Christian and Missionary Alliance Retirement Plan Other 403(b) Vendors Addendum

Each Adopting Employer must maintain a list of all 403(b) investment providers and vendors that are eligible to receive contributions under the Adopting Employer's 403(b) plan. The Plan incorporates this list by reference. This list must be consistently maintained and regularly updated. In addition, the Adopting Employer is responsible for coordinating information necessary for compliance with all statutory and regulatory requirements among all 403(b) investment providers and vendors.

#### **CURRENT VENDORS**

Contact Name

Christian and Missionary Alliance Retiremer	after December 31, 2008 (not including The nent Plan.) If applicable, please indicate the date restment provider ceased (the "Deselection"		
Name of Investment Provider	Deselection Date		
Contact Name	Phone Number		
FORMER VENDORS			
,	esponsibilities with respect to any investment December 31, 2004, and before January 1, 2009 has discontinued all contributions to these		
ist the investment providers to whom 403(b) plan contributions were remitted after December 31, 2004, but that are no longer authorized to receive contributions. No contributions will be made to these investment providers after December 31, 2008.			
Name of Former Investment Provider			

Phone Number



Adopting Employer

The Adopting Employer agrees to contact each of the investment providers listed above to notify them of the name and contact information of the person in charge of administering the Adopting Employer's plan for the purpose of coordinating information necessary to satisfy the statutory and regulatory requirements under Code section 403(b).

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Entity Name of Adopting Employer	
By (Authorized Signer) - Original Signature Required	
Entity Title of Signer	Date Signed