

**NORTHWEST CONSERVATIVE BAPTIST ASSOCIATION
RETIREMENT INCOME ACCOUNT PLAN**

***PARTICIPATING EMPLOYER
ADOPTION AGREEMENT***

The Participating Employer adopts the Northwest Conservative Baptist Association Retirement Income Account Plan on the terms selected below.

NOTE: Capitalized terms in this Adoption Agreement are defined terms which have the meanings stated in Article 2 of the Plan.

1. PARTICIPATING EMPLOYER INFORMATION.

Name: _____

Address: _____ **Email:** _____

Contact Person: _____

Telephone Number: _____ **Fax Number:** _____

EIN: _____

2. PARTICIPATING EMPLOYER'S STATUS.

Participating Employer is (*check one*):

- A member church of the Northwest Conservative Baptist Association ("NWCBA").
- A Code § 501(c)(3) organization a majority of whose officers or directors are elected by the Northwest Conservative Baptist Association or a member church.

▶ Attach a copy of your IRS Code § 501(c)(3) determination letter

▶ If applicable, state the name of your affiliated member church:

- A Code § 501(c)(3) organization that shares common religious bonds and convictions with the Northwest Conservative Baptist Association.

▶ Attach a copy of your IRS Code § 501(c)(3) determination letter

▶ Attach Declaration of Faith signed by a director or senior officer

3. PLAN INSTALLATION INFORMATION.

- A. Plan Adoption.** The Plan is adopted as *(check one and complete as necessary)*:
- A new plan.
 - A replacement for the current 403(b) plan which was originally effective ____/____/____ *(state name of plan)*:

 - An additional plan to the 403(b) plan(s) currently in effect *(NOTE: IRS limits apply on a combined plan basis, not to each plan separately.)*
- B. Effective Date of Plan Adoption.** The Participating Employer is adopting the Plan effective as of *(check one)*:
- For a new plan ____/____/____ *(cannot be earlier than the beginning of the Participating Employer's current fiscal year)*.
 - To replace the current plan ____/____/____ *(retroactive effective date may be possible. Please contact our Plan Administrator)*.

4. ELIGIBILITY.

- A. Eligible Employees.** The following individuals employed by the Participating Employer are eligible to participate in the Plan *(check all that apply)*:
- A minister or pastor receiving wages reported on IRS Form W-2.
 - Any other regular or part-time common-law employee, as defined according to the Participating Employer's employment practices and procedures, who is receiving wages reported on IRS Form W-2, regardless of the number of hours the employee customarily works.
- B. Excluded Employees.** In addition to the exclusions listed in Plan Section 2.10(b), Employees in the following job classifications shall not become eligible to participate in the Plan *(check one)*:
- No excluded job classifications.
 - Other: _____

5. COMPENSATION. *(Skip to Section 8 if not making Employer Contributions)*

Participants' Compensation shall be as defined under Plan Section 2.8, however, the following items shall be excluded from Compensation for purposes of determining Employer Contributions:

- N/A. No exclusions
- Overtime
- Bonuses
- Commissions
- Reimbursements or other expense allowances, fringe benefits (cash and noncash), moving expenses, deferred compensation and welfare benefits (even if includable in gross income)
- The value of a housing or parsonage allowance
- Other: _____

6. **EMPLOYER CONTRIBUTIONS.** (Skip to Section 8 if not making Employer Contributions)

A. **Type(s) and Amount(s).** (Check and complete all that apply):

- Matching Contributions:**
 - No Matching Contributions will be made.
 - _____% of the Participant's 403(b) Contributions.
 - _____% of the Participant's 403(b) Contributions which do not exceed \$_____.
 - _____% of the Participant's 403(b) Contributions which do not exceed _____% of the Participant's Compensation.
 - Such percentage of the Participant's 403(b) Contributions as determined by the Participating Employer in its discretion for each Plan Year.
- Other Employer Contributions:**
 - Flat Percentage of Compensation: _____%.
 - Fixed Dollar Amount: \$_____.

B. **Included Employees.** The Employer Contributions will be made on behalf of the following Employees:

- Provided to all Employees not excluded under Section 4 above.
- Provided only to the following job classifications/positions:
 - Minister or Pastor.
 - Other(s): _____.
- Provided to different job classifications/positions as follows:

C. **Minimum Service Required to Receive Employer Contributions.**

N/A to Matching Contributions. No minimum hours per year are required to qualify for matching contributions.

Other Employer Contributions. Unless one of the boxes below is checked, no minimum hours per year are required to qualify for any other type of employer contributions.

- Must be credited with _____ (maximum of 1,000) Hours of Service during the Plan Year.
 - Waive this requirement if the Employee retired, died or incurred a Disability or went out on an approved leave of absence during the Plan Year.

- Must be credited with _____ (*maximum of 1,000*) Hours of Service during the Plan Year and is still employed on the last day of the Plan Year.

If an Employee retired, died, incurred a Disability or went out on an approved leave of absence during the Plan Year—

- Waive the Hours of Service requirement.
- Waive the employment year-end requirement.

NOTE: You will be responsible for monitoring whether your employees qualify under any conditions you have selected in Part B or C above.

NWCBA is entitled to conclusively presume that your employees have met your minimum service requirements for any contributions you send in.

7. CONTRIBUTION DEADLINES. (*You must check the box in Part A. Check the box in Part B only if you will be making Employer Contributions*)

A. Voluntary 403(b) Contributions.

- The Participating Employer understands that Voluntary 403(b) Contributions must be sent to the Trustee as soon as they can be segregated from the Participating Employers general assets. Typically, this is the day they are withheld from the employees' wages. However, in no event can the payment be postmarked later than the 15th day of the following month.

B. Employer Contributions.

- The Participating Employer understands that, in order for Employer Contributions to be credited to a particular year, they must be sent to the Trustee and postmarked ***no later than June 15th of the following year.***

8. TERMS AND CONDITIONS OF PARTICIPATION. By signing this Adoption Agreement, the Participating Employer certifies that it understands and agrees to the following terms and conditions:

A. Plan Adoption. The Participating Employer adopts the Plan as a Participating Employer and agrees to be bound by all of the provisions, conditions and limitations of the Plan, as stated in the official Plan document, as amended from time to time, as if the Participating Employer were a signatory to the Plan.

B. Requirements for Participation. The Participating Employer agrees that it will:

- (1) Provide our Plan Administrator or its appointee with any information or documentation necessary or desirable for Plan administration or legal compliance.
- (2) Furnish its Employees with any notices, election forms or other materials provided to the Participating Employer for distribution to its employees.
- (3) Pay its share of Plan expenses as assessed by our Plan Administrator.

C. Withdrawal from Participation.

- (1) The Participating Employer may withdraw from participation in the Plan at any time by giving written notice to its Employees and to the NWCBA, the Trustee and our Plan Administrator.
- (2) Any distribution or transfer of Employees' account balances held by the Plan, whether to the Participating Employer's employees or to a new plan, will be reduced by the Participating Employer's share of any Plan administrative, maintenance and investment management expenses that are properly chargeable to the Participating Employer and are unpaid as of the withdrawal date, unless those expenses are paid directly by the Participating Employer on or before the withdrawal date.

D. Plan Amendment and Termination. The Participating Employer acknowledges that the NWCBA is under no obligation to continue to maintain the Plan, and the NWCBA may amend or terminate it, in whole or in part, at any time.

E. Complete Terms and Conditions. The Participating Employer understands that the complete terms and conditions regarding its participation in, and withdrawal from the Plan are set forth in Article 15 of the Plan document, as amended from time to time.

F. Disclaimer. The Participating Employer understands that:

- (1) The NWCBA makes no representation or warranty that the Plan document or the selections made by the Participating Employer in this Adoption Agreement are suitable for the Participating Employer's particular circumstances.
- (2) The NWCBA cannot give formal tax, legal or financial advice and the Participating Employer should consult with its own advisors on these matters.

ACCEPTED:

**NORTHWEST CONSERVATIVE
BAPTIST ASSOCIATION**

By: _____

Title: _____

Date: _____

PARTICIPATING EMPLOYER

Name: _____

By: _____

Title: _____

Date: _____