

Adoption Agreement

The Episcopal Church Lay Employees' Retirement Plan (Lay DB Plan)

Section I – Employer Information

Institution Name:		
Client ID:		
Institution's Physical Address:		
City:	State:	Zip:
Contact Name:		
Contact Title:		
Phone Number:	Fax Number:	
Email Address:		

Section II – Type of Organization

- | | | | |
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| 1. | Yes | No | Are you a church or an elementary or secondary school which is controlled, operated, or principally supported by a church, or are you a seminary? If yes, stop here. You do not need to answer the remaining questions. |
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| 2. | Yes | No | Do you offer goods, services, or facilities for sale, other than on an incidental basis or for a nominal charge, to the general public? If no, stop here. You do not need to answer the next question. |
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| 3. | Yes | No | Do you normally receive more than 25% of your support from either (I) governmental sources or (II) receipts from admissions, sales of merchandise, performance of services, or furnishing of facilities, in activities which are not unrelated trades or businesses? |
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If you answer no to question 1 and yes to questions 2 and 3, then you are a non-qualified church-controlled organization (or “**non-QCCO**”); otherwise, you are a church or a qualified church-controlled organization (or “**QCCO**”). The Church Pension Fund must monitor the percentage of non-QCCO employees participating in the Lay DB Plan to ensure that the plan remains in compliance with certain Internal Revenue Code requirements.

Section III – Effective Date

Plan adoption effective date (cannot be retroactive):

The adopting institution set forth above (the “**Employer**”) elects to participate in The Episcopal Church Lay Employees’ Retirement Plan (the “**Lay DB Plan**”) effective as of the date set forth above.

Section IV – Employer Acknowledgments

By signing below:

1. The Employer agrees to timely notify The Church Pension Fund (“**CPF**”) if any changes are made to the information provided in Section I or Section II.
2. The Employer acknowledges and agrees that:
 - a) it is associated with The Episcopal Church and is a not-for-profit organization under Internal Revenue Code section 501(c)(3) and that it immediately will notify CPF if its status changes;
 - b) monitoring employee eligibility and reporting employee compensation, in each case, in accordance with the terms of the Lay DB Plan, is not the responsibility of CPF, but solely that of the Employer;
 - c) CPF retains the right to request supporting documentation at any time to verify the details of an employee’s service at the Employer;
 - d) it is obligated to comply with the terms of the Lay DB Plan, including paying assessments (and, if applicable, interest) to CPF, and can request a copy of the plan document at any time; and
 - e) CPF retains the right to (i) change the employer assessment rate at any time and (ii) require an additional contribution, in an amount to be determined by CPF in its sole discretion, with respect to the Employer’s employees if the Employer elects to cease its participation in the Lay DB Plan at any time.
3. If the Employer wishes to cease its participation in the Lay DB Plan, it acknowledges that:
 - a) it may completely stop paying assessments to CPF (and thereby terminate its participation in the Lay DB Plan) only as of the last day of a calendar year;
 - b) in the event of such termination of its participation in the Lay DB Plan, the rights of all of its active employees to benefits accrued under the Lay DB Plan as of such date, to the extent then funded, will immediately become fully nonforfeitable by reason of such plan termination; and
 - c) if it chooses to terminate its participation in the Lay DB Plan for any reason, it may again rejoin the Lay DB Plan (by completing, signing, and submitting a new Adoption Agreement), but only on a prospective basis—meaning that assessment payments for any period of non-participation will not be accepted—and subject to any additional conditions that CPF may establish in its sole discretion (such as a waiting period).
4. The Employer hereby indemnifies and agrees to hold CPF and its affiliates, the benefit plans maintained by CPF and its affiliates, and all trustees, officers, employees, agents, plan administrators, fiduciaries, representatives, participants, beneficiaries, successors, and assigns thereof, harmless from any and all liability, damages, costs (including, without limitation, attorney’s fees and costs of investigations and defense), taxes, and penalties arising from any violations of this Section IV and/or any law applicable to its or its employees’ participation in the Lay DB Plan. The provisions of this paragraph shall survive the termination of this Adoption Agreement and/or of the Employer’s participation in the Lay DB Plan.
5. The Employer hereby represents and warrants to CPF that the person executing this Adoption Agreement on behalf of the Employer is duly authorized to execute this Adoption Agreement, and this Adoption Agreement constitutes the legal, valid, and binding obligation of such Employer, enforceable against such

Employer in accordance with its terms. A facsimile or PDF copy of this Adoption Agreement containing a signature shall constitute an original document for all purposes. Facsimile, PDF, email, or other electronic execution and delivery of this Adoption Agreement (including through DocuSign) shall constitute valid and binding execution and delivery of this Adoption Agreement.

Employer Authorized Signature:

Print Name: _____ Title: _____

Date: _____

The Lay DB Plan is a qualified plan under section 401(a) of the Internal Revenue Code, but, as a church plan, it is not subject to the Employee Retirement Income Security Act of 1974, as amended. The Lay DB Plan’s financial condition is disclosed in the Church Pension Group Annual Report, which is located on our website at www.cpg.org. Like many defined benefit plans, there may be times when the Lay DB Plan is not fully funded. The Church Pension Fund, as sponsor of the Lay DB Plan, continues to monitor the plan’s funding status and reserves the right to change the employer assessment rate at any time. The Church Pension Fund retains the right to amend, terminate, or modify the terms of the Lay DB Plan at any time, for any reason, and, unless otherwise required by applicable law, without notice.

Submit a completed Adoption Agreement to:

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

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

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

To enroll an eligible employee in the Lay DB Plan:

Once your Adoption Agreement has been processed by Client Services, you can enroll an eligible employee in the Lay DB Plan through My Admin Portal (MAP).

For CPG Use Only:			
Indemnification Agreement required?		If yes, signed Indemnification Agreement on file?	