

403(b) Adoption Agreement

Syracuse City School District

Copyright © 2023 U.S. OMNI & TSACG Compliance Services

Non-ERISA VOLUME SUB	BMITTER	403(b) PL	AN DOCUMENT
FOR PUBLIC SCHOOLS,	ADOPTIC	ON AGREEI	MENT #04002

The undersigned Employer hereby adopts a section 403(b) plan in the form a Volume Submitter 403(b) plan attached hereto, and agrees that the following terms, definitions, and elections shall be part of such 403(b) Plan. Where applicable, certain Items have a Default Provision indicated below the Item number that will apply if no election is made by the Employer.							
		EMPLOYER II	NFORMATIC	ON			
1. Employer	Name: <u>Syracuse City School Dis</u>	<u>strict</u>					
Address:	725 Harrison St.						
City: <u>Syra</u>	cuse	State: <u>NY</u>		Zip Code	: <u>13210</u>	Phone: <u>315-435-4499</u>	
2. Contact Pe	erson: <u>Scott Persampieri</u>	Phone: <u>315-4</u>	<u>435-4171</u>	Email:			
3. Employer	Identification Number: <u>15-6010</u>)157					
4. The Admir	nistrator shall be (entity that ac	iministers the	e Plan):				
🗌 (a)	The Employer		🗌 (b)	The Em	ployer Joir	ntly with the Vendors	
🛛 (c)	\boxtimes (c) A designated Administrator (specify): U.S OMNI & TSACG Compliance Services						
	PLAN INFORMATION						
5. Sponsor of the 403(b) Volume Submitter Plan: U.S. OMNI & TSACG Compliance Services							
Address:	Address: 220 Alexander St., Ste. 400, Rochester NY 14607						
Phone: 877-544-6664 E-mail: plansupport@omni403b.com							
 6. (a) Name of Plan: <u>Syracuse City School District 403(b) Plan</u> (b) This Plan is a Multiple Employer Plan Yes; No. If Yes, name of Plan Sponsor: 							
(b) Lim	 (1) The calendar year; (2) The 12-consecutive month period beginning on; or (3) An initial short Plan Year beginning on and ending on and thereafter the 12-consecutive month period beginning on and ending on (4) A short Plan Year beginning on and ending on (b) Limitation Year: (1) The Plan Year (2) The calendar year (3) The 12-consecutive month period beginning on and ending on (4) An initial short Plan Year beginning on and ending on and thereafter the 12-consecutive month period beginning on (5) A short Plan Year beginning on and ending on						
8. Effective	Date: The Employer has comp	pleted and sig					
			Initi Effective	ial e Date		ent/Restatement Effective Date	
🗌 (a)	Establish a new 403(b) plan (than the 1^{st} day of current Pla	an Year)			N/A		
🗌 (b)	Restate a 403(b) plan previou adopted by the Employer (res date cannot be earlier than 1- but not later than 1-01-2010 initial effective date is after 1	tatement -01-2009, unless the					
Amend a 403(b) plan previously adopted by the Employer (Amendments made, if applicable: permit Roth contributions)01/01/200908/16/20239. The Plan shall accept the following contribution types (check all that apply and complete the corresponding							
	of the Adoption Agreement, if					iere the corresponding	
🛛 (a)	Pre-Tax Elective Deferrals		🛛 (j)	Rollove	rs		
🛛 (b)	Post-Tax Roth Elective Deferr	als	🛛 (k)		-Plan Tran		
🛛 (c)	Age 50 Catch-up Contribution	S	🛛 (I)	(I) Exchanges (as outlined in the Administrative Appendix)			

🛛 (d)	Special Catch-up after 15 years of service	of	🗆 (n	ו)	PTO – Sick	Leave	
🗌 (e)	Nondeductible Employee (After-T Contributions	ax)	🗌 (r	ı)	PTO – Vacation		
□ (f)	Mandatory Employee Contribution		🗌 (c))	Social Secu	rity Replaceme	ent
🛛 (g)	Employer Nonelective Contributions pursuant to the Collective Bargaining Agreement and/or the employment contract		(p) ORP Contributions s			oject to Article XII of	
🗌 (h)	Employer Matching Contributions		🗆 (c	(q) Supplemental 403(b) Contributions (subject to Article XII of the Plan)			tributions :he Plan)
🛛 (i)	Post-Employment Employer Contributions		□ (r		Deemed IR		
10. In compu excluded	uting a Participant's Compensation	(as defin	ed under	- Sect	tion 2.14 of t	the Plan, the f	ollowing shall be
excluded		A			Elective	Mandatory	Employer
		Contrib	outions		Deferrals	Contribution	s Contributions
🛛 (a)	No exclusions. All compensation will be included.	\boxtimes	3				
🗌 (b)	Overtime]				
(c)	Bonuses]				
🗌 (d)	Other (describe another exclusion, for example, stipends):]				
this bef Yea (b) For	 (2) a consecutive 12-month period ending with or within the Plan Year. Enter the day and the month this period begins: <u>01</u> (day) <u>01</u> (month). For Employees whose date of hire is less than 12 months before the end of the 12-month period designated, compensation will be determined over the Plan Year. (b) For purposes of allocating Employer Contributions, Compensation □ (1) shall □ (2) shall not include amounts paid prior to a Participant's Entry Date. 						
12. Allocatio given ye	on Periods for Contributions (This vertice)	vill detern	nine if ac	dditio	nal contribu	tions need to I	be made for a
		All	Contribu	tions	Ma	tching	Nonelective
🗌 (a)	Weekly						
(b)	Bi-Weekly						
🗌 (c)	Quarterly						
(d)	Annual						
🛛 (e)	Per Pay		\boxtimes				
□ (f)	Other (specify):						
	ELIGIBILITY AND PA	ARTICIPA	TION -	ELEC		RALS	
13. The follo	wing Employees shall be eligible u	nder the	Plan to n	nake	Elective Def	errals (Check ((a) or (b)):
 (a) All Employees of the Employer. (b) All Employees of the Employer except the following category(ies): (1) Nonresident aliens described in section 410(b)(3)(C) of the Code, who receive no earned income from the Employer which constitutes income from sources within the U.S. (2) Employees who normally work less than 20 hours per week. An Employee normally works fewer than 20 hours per week if, for the 12-month period beginning on the date the Employee's employment commenced, the Employer reasonably expects the Employee to work fewer than 1,000 hours of service (as defined under section 410(a)(3)(C) of the Internal Revenue Code) in such period, and, for each Plan Year ending after the close of that 12-month period. Under this provision, an Employee who works 1,000 or more hours of service in the 12-month period beginning on the date the Employee for the 12-month period beginning on the date the Employee who works 1,000 or more hours of service in the 12-month period beginning on the date the Employee's employment commenced or in a Plan Year ending after the close of that 12-month period beginning on the date the Employee's employment commenced or in a Plan Year ending after the close of that 12-month period beginning on the date the Employee's employment commenced or in a Plan Year ending after the close of that 12-month period beginning on the date the Employee's employment commenced or in a Plan Year ending after the close of that 12-month period shall then be eligible to participate in the 							

 Plan. Once an Employee becomes eligible to have Elective Deferrals made on his or her behalf under the Plan under this standard, the Employee cannot be excluded from eligibility to have Elective Deferrals made on his or her behalf in any later year under this standard. (3) Employees who are eligible to make Elective Deferrals under another plan, including an IRC section 457(b) eligible governmental plan; a 401(k) qualified cash or deferred arrangement of the Employer or another section 403(b) Plan of the Employer (4) Employees who are students performing services described in section 3121(b)(10) of the Code.
(c) If 13(b)(2) is elected above, then the following rule will apply for subsequent years in determining whether the Employee is eligible for the Plan. The initial computation period shall begin on the date of hire and end on the anniversary thereof. Subsequent eligibility computation periods shall commence with:
 (1) the anniversary of the Employee's employment commencement date; or (2) the Plan Year which commences prior to the Employee's first anniversary of his employment commencement date.
 (d) □ (1) The Employer elects to reduce the required Hours of Service per year in 13(b)(2) to (not to exceed 1000) Hours; or □ (2) N/A.
14. The Entry Date of a Participant with respect to Elective Deferrals shall be:
 (a) On the first day of the month following date of employment; (b) After the completion ofdays (may be 30 or 60 days, if Employee receives information on the Plan within the first 30 days of employment) (c) Entry Date shall mean the Employee's employment commencement date and deferrals elections shall be effective in the next pay period. (d) Other (Specify. May not exceed 60 days from satisfaction of eligibility requirements):
15. Employees are permitted to make Pre-Tax Elective Deferrals to the Plan as follows:
\boxtimes (a) Elective Deferrals of up to the maximum amount permitted under sections 403(b) and 415 of the Code
are permitted. (b) Elective Deferrals of up to % (not to exceed 100%) of a Participant's Compensation are permitted.
16. If Roth 403(b) Elective Deferrals are permitted under the Plan then Excess Deferrals will first be corrected from the:
 ⋈ (a) regular Pre-tax Elective Deferral Account; or □ (b) Roth Elective Account □ (c) N/A.
AUTOMATIC ENROLLMENT
In consideration of the following provisions, an Employer should determine whether automatic enrollment is permitted under the applicable State law prior to adopting this provision.
17. The Eligible Automatic Contribution Arrangement (EACA) provisions of Article 3.03 of the Plan: \square (a) shall not apply
 (a) shall her upply (b) shall apply and the Default Percentage indicated below shall be automatically withheld and contributed to the Plan as a Pre-Tax Elective Deferral.
18. (a) Covered Employee for Purposes of Eligible Automatic Contribution Arrangement (EACA): Employees covered under the EACA are (Check one of the options below.):
 (1) All Participants (2) All Participants who do not have an affirmative election in effect regarding Elective Deferrals (3) All Participants who become Participants on or after the effective date of the EACA and who do not have an affirmative election in effect regarding Elective Deferrals
(b) Default Percentage (Check one of the options below and insert a percentage or percentages and, if applicable, a date.):

 (1) The Default Percentage is% (a uniform percentage of each Covered Employee's Compensation for the applicable pay period) (2) The initial Default Percentage is% (a uniform percentage of each Covered Employee's Compensation for the applicable pay period) and will increase by one percentage point as described in Section 3.03 of Article III of the Plan until the Default Percentage is%. (Insert the highest default percentage that will apply) Each increase will be effective with the first pay period of the Plan Year or the first pay period after the date inserted here:
ROLLOVER/TRANSFER AND OTHER EMPLOYEE CONTRIBUTION PROVISIONS
19. (a) Direct Rollovers: The Plan will accept a Direct Rollover of an Eligible Rollover Distribution from (check each that applies or N/A):
 □ (1) N/A. The Plan will not accept Direct Rollovers from any plan. ○ (2) a qualified plan described in section 401(a) or 403(a) of the Code, excluding After-Tax employee contributions.
(3) an annuity contract described in section 403(b) of the Code, including After-Tax employee contributions.
(4) an annuity contract described in section 403(b) of the Code, excluding After-Tax employee contributions.
 (5) an eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state.
(b) The Plan ⊠ (1) will □ (2) will not accept Designated Roth accounts from any of the plans selected in 19(a)
20. Dartisinant Ballavar Contributions
 20. Participant Rollover Contributions (a) Participant Rollover Contributions from Other Employer Plans: The Plan will accept a Participant contribution of an Eligible Rollover Distribution from (check each that applies or N/A):
 □ (1) N/A. The Plan will not accept Rollover Contributions from any employer plan. ○ (2) a qualified plan described in section 401(a) or 403(a) of the Code, excluding after-tax employee contributions.
\boxtimes (3) an annuity contract described in section 403(b) of the Code, excluding after-tax employee contributions.
 (4) an eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state.
(b) The Plan 🛛 (1) will 🗌 (2) will not accept Designated Roth accounts from any of the plans selected in $20(a)$
(c) Participant Rollover Contributions from IRAs: The Plan (choose one):
(1) \boxtimes will (2) \square will not accept a Participant Rollover Contribution of the portion of a distribution from an individual retirement account or annuity described in section 408(a) or 408(b) of the Code that is eligible to be rolled over and would otherwise be includible in gross income.
21. In-Plan Roth Rollovers:
(a) The Plan 🖂 (1) will 🗌 (2) will not permit In-Plan Roth Rollovers of distributable amounts.
(b) The Plan ⊠ (1) will □ (2) will not permit In-Plan Roth Rollovers of otherwise non-distributable amounts.

Г

	22. Deemed IRA Contributions. A Participant may make Deemed IRA contributions to the following type(s) of IRA Accounts established in accordance with Article XIII of the Plan:						
(b) R	 □ (a) Traditional □ (b) Roth □ (c) Either (a) or (b) above as designated by the Participant at the time the contribution is made 						
23. Mandatory	y Employee Contributions shall be re	equired to be made	e by the follow	ing Employees:			
	% of each eligible Employee's (applicable	Compensation if su	ch Employee w	as hired after: _	; and if		
(d)	, of each eligible Employee's (a participant in (e.g. state ret participate in this Plan.	Compensation if su- cirement plan) but	ch Employee w after receiving	as hired after a choice has ele	, and was ected to		
	DISTR	IBUTION PROVISI	ONS				
24. Pursuant	to the underlying Individual Agreen	nents, the following	g transactions	are permitted:			
(a) Select all	that apply and specify the correspon	nding sources from	which the wit	hdrawal can be r			
		All Contributions	Elective Deferrals	Mandatory Contributions	Employer Contributions		
⊠ (1)	Financial Hardship Distributions						
⊠ (2)	Loans						
⊠ (3)	Distributions at age 59 1/2	\boxtimes					
(b) The follow	wing transactions are permitted:		I	L	L		
🖂 (1)	Plan-to-Plan transfers to another	Employer Plan					
⊠ (2)	Transfers to a State Retirement P	lan to purchase sei	rvice credits				
(3)	Distribution of Rollover Contributio	ons at any time					
(c) The follow	ving distributions are permitted from	n Employer Contrib	utions under A	nnuity Contracts	only:		
🖾 (1)	Attained Age of 59 1/2						
(2)	After Years of Service						
	ed by the underlying Individual Agro on of Small Account Balances from t		(a) 🗌 will, (b)) 🛛 will not pern	nit the		
		YER CONTRIBUTION	ONS				
26. Employer	Contributions						
🗌 (a) Em	nployer Contributions shall not be m	ade.					
🛛 (b) Em	nployer Contributions shall be made	as follows (check	all types that a	apply):			
	(1) Employer Contributions shall be made in accordance with any applicable collective bargaining agreements or employment contracts as shall be determined from time to time by the Employer.						
(2) Discretionary Contribution Formula: Nonelective Employer contributions will be allocated to each Participant in the ratio that such Participant's Compensation bears to the compensation of all Participants to whom Nonelective Employer contributions are allocated determined annually by the							
	Employer. (3) Definite Contribution Formula: For each Plan Year, the Employer will contribute for each eligible Participant an amount equal to% or \$ of such Participant's Compensation.						
	Employer Post-Employment Contr Employer Matching Contributions			a formula:			
	(A) percent of the Par	ticipant's Elective	Deferrals	-			
	\square (B) percent of the Par \square (C) The Employer shall not m				excess of		
	percent, of the Pa	rticipant's Compen	sation	, <u> </u>			
(6)	 D) An amount, if any, deterr ORP Contributions under the Stat 			applicable laws	of the ORP.		

(7) Employees hired after _____ where such Employees are making a Mandatory Employee Contribution of _____%, shall receive an Employer Nonelective Contribution of _____% of Compensation.

ELIGIBILITY AND PARTICIPATION – EMPLOYER CONTRIBUTIONS

27. All Employees of the Employer (including employers required to be aggregated under sections 414(b), (c), (m), or (o) of the Code) will be eligible to participate in this Plan except the following:

		Nonelective	Matching
🛛 (a)	N/A. There is no age or service requirement.	\boxtimes	
🗌 (b)	Employees who have not attained age (cannot exceed age 21)		
□ (c)	Employees who have not completedYear(s) of Service; or Month(s) of Service; or Day(s) of Service. (Cannot exceed 1 year unless the Plan provides a nonforfeitable right to 100% of the Participant's account balance derived from Employer contributions after not more than 2 years of service in which case up to 2 years is permissible. If the Year(s) of Service selected is or includes a fractional year, an employee will not be required to complete any specified number of Hours of Service to receive credit for such fractional year.)		

28. All Employees who are members of eligible classes of employees shall be eligible to participate in the Plan except:

		Nonelective	Matching
🛛 (a)	N/A. There are no exclusions	\square	
🗌 (b)	Nonresident Aliens (see Section 2.28 of the Plan)		
🗌 (c)	Employees who become Employees as the result of a "section 410(b)(6)(C) transaction"		
🗌 (d)	Employees of the following employer(s) aggregated with the Employer under section 414(b), (c), (m), or (o) of the Code:		
🗌 (e)	Hourly Rated Employees		
🗌 (f)	Other (specify): (Note: Insert an exclusion category, e.g. Division A Employees.)		
🗌 (g)	Nonresident Aliens (see Section 2.28 of the Plan)		

29. (a) Eligibility under the Plan will be extended to all Employees who satisfied the eligibility requirements of this Plan with the following prior unrelated employer(s): \Box (1) ____; \boxtimes (2) N/A

(b) The eligibility and service requirements in Item #27 above □ (1) are □ (2) are not waived with respect to Employees employed on the Effective Date of this Plan. If these requirements are waived, such Employees shall become Participants in the Plan as of the Effective Date of the Plan.

30. Service for eligibility and vesting will be determined on the basis of the method selected below. Only one method may be selected and such method will be applied to all Employees covered under the Plan.

 \boxtimes (a) On the basis of actual hours for which an Employee is paid or entitled to payment

(b) On the basis of days worked. An Employee will be credited with ten (10) hours of service if under Section 2.25 of the Plan such Employee would be credited with at least one (1) Hour of Service during the day

(c) On the basis of weeks worked. An Employee will be credited with forty-five (45) Hours of Service if under Section 2.25 of the Plan such Employee would be credited with at least one (1) Hour of Service during the week

 (d) On the basis of semi-monthly payroll periods. An Employee will be credited with ninety-five (95) Hours of Service if under Section 2.25 of the Plan such Employee would be credited with at least one (1) Hour of Service during the semi-monthly payroll period

☐ (e) On the basis of months worked. An Employee will be credited with one hundred ninety (190) Hours of Service if under Section 2.25 of the Plan such Employee would be credited with at least one (1) Hour of Service during the month

 \Box (f) On the basis of Elapsed Time, as provided for in Section 2.43(b)(2) of the Plan

🖂 (1	 31. (a) Subsequent Eligibility Computation Periods shall commence with: 						
[] (1	 (b) Subsequent Vesting Computation Periods shall commence with: (1) the anniversary of the Employee's employment commencement date; or (2) the Plan Year which commences prior to the Employee's first anniversary of his employment commencement date. 						
32. An Employ	yee who has completed the eligibility requirements shall enter the Pl	an on the follow	ing Entry Date:				
		Nonelective	Matching				
🗌 (a)	There are no age and service requirements. Entry Date shall mean the Employee's employment commencement date.						
🛛 (b)	The day on which the Employee satisfies the eligibility requirements	\boxtimes					
🗌 (c)	The first day of the Plan Year in which the Employee satisfies the eligibility requirements						
🗌 (d)	The first day of the first month or the first day of the 7th month of the Plan Year coinciding with or next following the satisfaction of the Plan's eligibility requirements						
🗌 (e)	The first day of the month in which the Participant satisfies the eligibility requirements						
□ (f)	The first day of the following months after the Employee satisfies the eligibility requirements						
☐ (b) Ye ☐ (c) Ye	I/A. All Years of Service will count toward Vesting ears of Service before age 18 ears of Service before the Employer maintained this Plan or a predec icipant's Vested Percentage in his Employer Contribution Account sha		l as follows:				
		Nonelective	Matching				
🛛 (a) Vestin	g Formula #1 - 100% vested at all times	\boxtimes					
	g Formula #2 - 100% vested after (not to exceed three)						
🗌 (c) Vestin	g Formula #3:						
Years of Service Less than 1Vested Percentage1							
🗌 (d) Notwit	nstanding the Vesting Formula selected above, all Participants as of	will be 10	0% vested.				
35. Forfeiture	s not used to restore Participant's Accounts or pay expenses will be	(choose one):					
		Nonelective	Matching				
🗌 (a) allocate	ed in addition to the Employer Contributions						
🗌 (b) used to	o reduce any required Employer contributions						
	e reduce Employer Matching Contributions and any remainder ed in addition to the Employer Contribution						

manne (1) (2)	□ (d) used to reduce Employer Contributions in the following order and manner: □ <td< th=""></td<>							
🛛 (e) N/A. 10	basis): 10% vesting has been elected and there are no forfeitures unde	r the Plan.						
	s arising on account of termination of employment shall be alloc th is concurrent with or next follows:	ated as of the last o	lay of the Plan					
(a)	Employee's termination of employment							
(b)	Employee having incurred a 1-year Break in Service							
(c)	Employee having incurred 2 consecutive 1-year Breaks in Serv	ice						
(d)	Employee having incurred 5 consecutive 1-year Breaks in Serv							
(e)	The later of the payment of the vested benefit or the Employe year Breaks in Service		consecutive 1-					
🛛 (f)	N/A. 100% vesting has been elected and there are no forfeitu	ires under the Plan.						
	OVERRIDING LANGUAGE FOR MULTIPLE PL	ANS						
Volume s	ticipant is covered under another Section 403(b) plan of the En ubmitter or prototype plan, the provisions of Section 5.01 of Ar ection 403(b) volume submitter or prototype 403(b) plan.							
	RELIANCE ON ADVISORY LETTER AND ACKNOWLE	DGEMENTS						
 This A The S discord The E in its Failur Plan. adopt The E that 1 	 The Sponsor will inform the adopting Employer of any amendments it makes to the Plan or of its discontinuance or abandonment of the Plan. The Employer must complete a new signature page if it modifies any prior elections or makes new elections in its Adoption Agreement. 							
	AUTHORIZED SIGNATURE AND CERTIFICAT	ION						
 39. The undersigned Employer acknowledges receipt of a copy of the Plan, Administrative Appendix and this Adoption Agreement on the date indicated below. The adopting Employer by signing below certifies that: The Employer is an educational organization described in section 170(b)(1)(A)(ii); and For purposes of the nondiscrimination requirements of section 403(b)(12) the Plan is a Governmental Plan within the meaning of section 414(d) of the Code of a Public School; or a Governmental Plan of an organization described in section 501(c)(3) of the Code. 								
Name of Empl	oyer: Syracuse City School District							
Signature of E	mployer:	ate:						
	Name of Signer:							

EMPLOYER NAME: Syracuse City School District

PART A: RESPONSIBILITIES

The following checklist outlines responsibilities associated with the Plan and the entity obligated to each item. If there is an item without an assignment of responsibility, such item becomes the duty of the Employer as the sponsor of the plan.

		ТРА	Vendor(s)	Employer	Other (specify)	N/A
	I. PLAN	INANCIAL R	EPORTING			
1.	Review and verify accuracy of Spark File or other Data Sharing Information and notify Vendor of errors. (This includes an annual audit to make sure that all amounts and sourcing did get credited to the proper participant in the Plan.)					
	II. ENROLI	MENT OF PA	RTICIPANTS			
2.	If applicable, provide Employee census information prior to each entry date to determine eligibility					
3.	Evaluate eligibility to determine who enters the plan on each entry date					\boxtimes
4.	Provide enrollment forms to eligible employee (for deferral elections, investment elections, and beneficiary designations)					
5.	Provide mandatory notices at enrollment for Universal Availability	\boxtimes		\boxtimes		
6.	Provide other required notices at enrollment, such as "deemed" control group (owning outside business)					
7.	Verify deferral percentage for new participants					\boxtimes
8.	Analyze eligibility service and vesting service to be credited to rehired employees					\boxtimes
9.	If Plan does not provide for full and immediate vesting, determine forfeitures that must be restored for rehired participants					
10.	If certain types of compensation is excluded, evaluate compensation types for participant and ensure that deferrals are being removed from all relevant compensation types (check exclusions, e.g., stipends, coaching bonuses, club sponsorships)					
11.	Confirm that proposed deferrals do not exceed plan defined limits or legal maximums	\boxtimes				
	ght 2017 PenServ Plan Services, Inc. istrative Appendix 403(b)					

		ТРА	Vendor(s)	Employer	Other (specify)	N/A
12.	Verify entry and commencement of deferrals for new participants				(
13.	Provide completed enrollment forms to Vendor (Agent)					
14.	Maintain copies of deferral and investment elections and all changes made	*⊠			*SRA Services Only	
15.	Collect and maintain copies of beneficiary designations and changes to same					
16.	If Plan does not provide for full and immediate vesting, determine initial vesting computation period			\boxtimes		
III. CONTRIBUTION DETERMINATION						
17.	Identify census parameters					\boxtimes
18.	Provide census information to determine contribution limits, vesting			\boxtimes		
19.	If Employees are not immediately eligible, determine employees eligible to participate in each type of contribution allocation					
20.	Verify type of contributions made (pre-tax deferral, Roth, employer, rollovers, etc.)	\boxtimes	\boxtimes	\boxtimes		
21.	If compensation is excluded, determine includible compensation for participant for each type of contribution, if different			\boxtimes		
22.	Determine amount of each type of employer contribution for each participant			\boxtimes		
23.	If Plan accepts Employer contributions, determine amount of true-up matching contribution at year end (if any)			\boxtimes		
24.	If Plan accepts Employer contributions, verify that matching contributions do not exceed plan defined limits	\boxtimes		\boxtimes		
25.	If Plan accepts Employer contributions, determine maximum contribution under IRC §415 and verify that contributions do not exceed that limit			\boxtimes		
26.	Determine and maintain records of separate accounting for all types of contributions			\boxtimes		

		ТРА	Vendor(s)	Employer	Other (specify)	N/A	
	IV. VESTING AND FORFEITURES						
27.	Determine and maintain records of vesting service			\boxtimes			
28.	Determine and maintain records of vested percent			\boxtimes			
29.	Determine timing of forfeiture from a participant's account			\boxtimes			
30.	Determine use of forfeiture			\boxtimes			
31.	Determine amount to be contributed based on use of forfeitures to reduce employer contribution (if applicable)			\boxtimes			
	V. 01	HER ALLOCA	TIONS				
32.	Allocate investment gains/losses		\square				
33.	Allocate contribution		\square				
	VI. ANNUAL	COMPLIANC	ELIMITATIO	NS			
34.	Prepare annual Universal Availability Notice			\boxtimes			
35.	Deliver annual Universal Availability Notice			\boxtimes			
36.	Monitor statutory limits – Annual 415 limit, Compensation §401(a)(17), Elective Deferrals §402(g), Age 50 Catch-up §414(v), 15 year Catch-up						
37.	Determine if additional plans must be aggregated with this Plan for overall limits						
	VII. E	LECTIVE DEF	ERRALS				
38.	Process and verify deferral elections each payroll period to ensure proper deferral by participant, including deferral changes	*⊠		\boxtimes	*SRA Services Only		
39.	Reconcile deferral changes made between payrolls	*⊠		\boxtimes	*SRA Services Only		
40.	Provide annual mandatory notices (Universal Availability, Automatic Enrollment, Other) (if applicable)			\boxtimes			
41.	If Universal Availability failed, determine amount to be contributed with lost earnings. Amounts are contributed as earmarked as a QNEC (employer contribution). Amend plan to accept QNECs if necessary						

		ТРА	Vendor(s)	Employer	Other (specify)	N/A
42.	Ensure deposits of salary deferrals are made to Vendor within required timeframe	*⊠			*If Common Remitting Provided	
	VIII. DIST	RIBUTIONS	OF BENEFITS			
43.	Prepare and maintain distribution notices and elections					
44.	Provide distribution forms to participant, including 402(f) notice for rollover information					
45.	Review distribution forms to see if fully completed and signed by appropriate parties	\boxtimes	\boxtimes			
46.	Evaluate eligibility to receive a distribution	\boxtimes	\boxtimes			
47.	Authorize distributions and other transactions	\boxtimes	\boxtimes			
48.	Confirm vested interest on termination of employment		\boxtimes			
49.	Determine amount to be distributed	\boxtimes	\boxtimes			
50.	If Plan permits Roth Deferrals, determine basis in Roth Distributions		\boxtimes			
51.	If Plan permits Roth Deferrals, determine and maintain beginning date for Roth qualification period					
52.	If Plan permits Roth Deferrals, determine whether Roth distribution is qualified	\boxtimes	\boxtimes			
53.	Proper Income tax withholding deposit made and IRS reporting on Form 945		\boxtimes			
54.	Form 1099-R provided to participant and IRS		\boxtimes			
55.	Determine cash-out amounts for the year (e.g., accounts for terminated participants with less than \$1,000 value). Only available for Group Annuities or Group Custodial Agreements					
56.	If elected under the Plan, determine amounts to be moved to an automatic IRA rollover (e.g., amounts for terminated participants with \$1,000 to \$5,000 in value)					
57.	If permitted under the Plan, evaluate eligibility for hardship distribution	\boxtimes				
58.	If permitted under the Plan, notify of ceasing deferrals for 6 months, confirm that deferrals have ceased, solicit new deferral form after 6 months					
	Copyright 2017 PenServ Plan Services, Inc. Administrative Appendix 403(b)					

		ТРА	Vendor(s)	Employer	Other (specify)	N/A
59.	Evaluate proposed QDRO to determine if it qualifies as such	\boxtimes				
60.	Communicate to participant/former spouse regarding QDRO receipt (and provide copy of QDRO Policy) and QDRO determination	\boxtimes			Legal Counsel	
61.	Segregate account and initiate distribution to Alternate Payee		\boxtimes			
62.	Authorize and verify requirements for Exchanges, 403(b) Transfers and Transfers to State DB Plan	\boxtimes				
	IX. PARTICI	PANT LOAN,	IF AVAILABL	E		
63.	Provide copy of loan procedure/policies to participants		\boxtimes			
64.	Prepare and retain loan documents (e.g., promissory note, etc.) for each participant loan		\boxtimes			
65.	Determine maximum amount that may be borrowed	\boxtimes	\boxtimes			
66.	Provide Loan Request Forms to participants					
67.	Confirm proper completion of loan application		\square			
68.	Approve loan	\square				
69.	Verify that proper loan payment procedures are in place					
70.	Determine defaulted and offset loans					
71.	Prepare Form 1099-R on defaulted loan		\boxtimes			
	Х.	MISCELLAN	OUS			
72.	Identify participants required to take a Required Minimum Distribution (RMD), including terminated employees, beneficiaries		\boxtimes			
73.	Provide timely notice of RMD requirement		\boxtimes			
74.	Determine minimum distribution amount					
75.	Annually review of all Vendor documents including distribution forms, custodial agreements, annuity contracts, withholding notices and elections, etc.					

AC	MINISTRATIVE APPENDIX					
-		ТРА	Vendor(s)	Employer	Other (specify)	N/A
XI. PLAN QUALIFICATION						
76.	Prepare Plan document	\boxtimes				
77.	Prepare Amendments, Required and optional	\boxtimes				
78.	Prepare written procedures/policies, where applicable	\boxtimes		\boxtimes		

Non-ERISA 403(b) FOR PUBLIC SCHOOLS

PART B: PLAN VENDOR SCHEDULE

This Schedule may be amended from time to time and must be completed and executed by the Employer. Complete multiple pages if necessary.

Please note the following procedures for Transfer/Exchanges:

- The minimum amount for Transfers/Exchanges shall be \$0.00.
- Exchanges will be permitted <u>between</u> all Vendors in sections I and II unless otherwise restricted. Please specify any restrictions here: <u>The participant must have a pre-existing account with the section II vendor</u>.
- Transfers are permitted at any time unless restricted as follows:-N/A

I. LIST OF APPROVED VENDORS

These Vendors are authorized to establish new participant accounts, receive ongoing contributions and incoming Transfers and Exchanges (unless restricted above) from Approved Vendors and Grandfathered Vendors.

	Funding Vehicle	
Name of Vendor	Custodial	Annuity
	Agreement	Contract
American Century Services LLC	\square	
Ameriprise Financial/RiverSource	\square	\square
Aspire Financial Services	\square	\square
Confidential Planning - MultiChoice	\square	
Corebridge Financial (formerly AIG/VALIC)	\boxtimes	\boxtimes
Equitable (formerly AXA)	\square	\boxtimes
GWN/Employee Deposit Acct	\square	\boxtimes
Invesco OppenheimerFunds	\square	
IPX - Investment Provider Xchange	\square	\square
MetLife	\boxtimes	\boxtimes
NY Life Ins. & Annuity Corp.	\square	\square
PenServ SmartSAV (formerly Foresters)	\square	
PlanMember Services Corp.	\boxtimes	\boxtimes
Security Benefit	\square	\square
The Legend Group, A Lincoln Investment Company	\square	\square
Voya Financial (Natl NY)	\square	\boxtimes

II. LIST OF GRANDFATHERED VENDORS

These Vendors are authorized to receive ongoing contributions and incoming Transfers and Exchanges (unless restricted above) from Approved Vendors and Deselected Vendors. Assets are not available for Participant Loans and Hardship Distributions unless other procedures apply; specify: <u>The consistent receipt of electronic plan level information is required</u>.

	Funding	Funding Vehicle	
Name of Vendor	Custodial Agreement	Annuity Contract	
American Fund/Capital Guardian	\square		
Fidelity Management Trust	\square		
Hartford Life Ins Co.	\square		
Mass Mutual VA	\square	\boxtimes	
Modern Woodmen of America	\square	\boxtimes	
Vanguard Fiduciary Trust Co.	\square		

Employer Name: Syracuse City School District

Effective Date of Plan Vendor Schedule: \Box Immediate; or \boxtimes on August 16, 2023.

Non-ERISA 403(b) FOR PUBLIC SCHOOLS

Note: The Plan Vendor Schedule is no longer a part of the 403(b) Plan document. Employers may therefore change the investment providers without completing a new Adoption Agreement.