# A

# **HANDBOOK**

for the office of the

# UNION CONFERENCE SECRETARIAT



This Handbook is a Guide to the Basic Functions of the Union Conference Secretariat in the North American Division of the General Conference of Seventh-day Adventists

#### ACKNOWLEDGMENTS

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Donald G King, Secretary, Atlantic Union Conference Claude Sabot, Secretary, Seventh-day Adventist Church in Canada Harold L Lee, Secretary, Columbia Union Conference Herbert S Larsen, Secretary, Lake Union Conference Ward Sumpter, Secretary, Southern Union Conference

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# A GLOSSARY OF SOME FREQUENTLY USED ABBREVIATIONS AND ACRONYMS

#### NORTH AMERICAN DIVISION ORGANIZATIONS, COMMITTEES AND BOARDS

#### NORTH AMERICAN DIVISION UNIONS

AtU Atlantic Union Conference

SDACC Seventh-day Adventist Church in Canada (Canadian Union Conference)

CoU Columbia Union Conference LkU Lake Union Conference

MAU Mid-America Union Conference NPU North Pacific Union Conference PaU Pacific Union Conference SoU Southern Union Conference SWU Southwestern Union Conference

#### NAD STANDING COMMITTEES AND BOARDS

ACM Adventist Chaplaincy Ministries

ACSBdADRA ADRA Adventist Community Services Board

ADRAn ADRA Committee, NAD

AHTA American Health and Temperance Association

AIM Adventist Information Ministries

AMCSSEx Adventist Media Support Services Executive Committee

AMPEx Adventist Media Production Executive Committee

AMASvc Adventist Ministries Associated Services

ARnPl Adventist Review NAD Edition Planning Committee

ASDASAn Association of SDA School Administrators - meets every 3 yrs

ASI Adventist-Laymen's Services and Industries
YouthNet Adventist Youth Service Network Board

Asian-P Asian-Pacific Advisory, (NAD)
ARCn Audit Review Committee
Mtngn Authorized Meetings
AVn Aviation Committee

AVnEx Aviation Executive Subcommittee (NAD)

BBBCn Building, Borrowing, & Blueprints Committee, NAD

K-12Bd Board of Education, K-12

BOLMEx Breath of Life Ministry Executive Committee
SBY Book of the Year, Editorial Committee for Sharing

#### Glossary (contd)

Cal&Offn Calendar of Special Days and Offerings, NAD

CRC Church Resource Center Board

CFPWD Commission for People With Disabilities
COA Commission on Accreditation (NAD)

PICOM Commission on the Public Image of the SDA Church

ConIssue Conciliation Issues Committee

NADCEMA Continuing Education for Ministry Advisory Cred&LRev Credential & License Review Committee

CCOM Curriculum

DMPTF Deaf Ministries Planning Task Force

SBY Editorial Committee for Sharing Book of the Year

K12Adv Education Advisory, K-12

K-12BText K-12 Bible Textbooks Steering Committee ElemCur Elementary Curriculum, NAD Committee for

ER&ARC Employee Remuneration and Allowance Review Com

E&M Evangelism and Media Board

FFTMEx Faith for Today Ministry Executive Committee

FINSRev Financial Statement Review Committee

Franco Franco-Haitian Advisory

GCONUP GC Officers and NAD Union Presidents
GSSCn Global Strategy Steering Committee

GWRS Greater Washington Remuneration Scale Committee

Hispadv Hispanic Advisory (Formerly Spanish Advisory)

HEAdv Hispanic Education Advisory HR Human Relations, Office of

IEPn Ingathering Editorial and Planning Committee

IC Inner City Committee

ICSC (IC-SSub) Inner City Steering Committee

Islamic Ministries Muslim Ministries

IIWMEx It is Written Ministry Executive Committee

ITS Information Technology Services (formerly Data Management Services

K-12BTextS K-12, Bible Textbook Steering K-12 K-12, Board of Education K12Adv Education Advisory, K-12

KorAdv Korean Advisory

#### Glossary (contd)

LVA La Voz Advisory

VOZMEx LaVoz de la Esperanza Ministry Executive Committee

LTRMEx LifeTalk Radio Ministry Executive Committee

LCn (PARL-SSubb) Litigation Committee

PRC Mission, Investment, 13th Sabbath, and Mission Extension Funds Project

**Review Committee** 

MSC Mission Strategy Council

MMEAdv Ministry Magazine Editorial Advisory Committee

Muslim Ministries IslamicMinistry

PICOM Commission on the Public Image of the SDA Church Funds,

Project Review Committee

Asian-P NAD Asian-Pacific Advisory

AVn NAD Aviation

BBBCn NAD Building, Borrowing and Blueprint Committee
CAL&Offn NAD Calendar of Special Days and Offerings Committee

NADCEC NAD Committee for Elementary Curriculum NADSEC NAD Committee for Secondary Curriculum

COAn NAD Commission on Accreditation NADCOM North American Division Committee NADCOA NAD Committee for Administration

NADCEMA NAD Continuing Education for Ministry Advisory NADEI North American Division Evangelism Institute Board

Franco NAD Franco-Haitian Advisory

KorAdv NAD Korean Advisory

NADMM NAD Multilingual Ministries

NADO NAD Officers

NADOUP NAD Officers and Union Presidents

LCn NAD Litigation Committee NADPLC NAD Pre-Litigation Committee

NAD&UnPre
NAD&UnSec
NAD&UnTre
NADUn&GCO
NUn&ColPre
##YE
North American Division and Union Presidents
North American Division and Union Treasurers
North American Division, Union and GC Officers
Union Presidents and College Presidents in NAD
NAD Year-end meeting — "example - 06YE"

OHRAdv Office of Human Relations Advisory Council

PARC Parsonage Allowance Review Committee
PCEx Pathfinder Camporee Executive Committee

PSIOp Philanthropic Service for Institutions Operating Board

#### Glossary (contd)

NADPLC Pre-Litigation Committee

PARLn Public Affairs and Religious Liberty Committee

PIC Public Issues Committee PUB Publishing Board, NAD

RegS Regional Scholarships

RemRate Remuneration Rate Committee

RET Retirement

RetirePlan Retirement Plan Committee RMCn Risk Management Committee

SEvC Satellite Evangelism Committee

PRC Sabbath, 13th and Mission Extension Funds Project Review Committee

SBY Editorial Committee for Sharing Book of the Year
NADSEC Secondary Education Curriculum, NAD Committee for
SUMEx Seminars Unlimited Ministry Executive Committee

SEC Sexual Ethics Commission

SmSchSc Small Schools Steering Committee

Social Committee

FinSRev Statement Review Committee, Financial

Stew Stewardship Planning Committee

TSC Technical Standards Committee

TRS Trust Services Committee
TSM Trust Services Management

TRSCertn Trust Services Certification and Accreditation

NUn&ColPre Union Presidents and College Presidents in NAD

VOPMEx Voice of Prophecy Ministry Executive Committee

VAC Volunteer Appointees Committee

YE Year-end Meeting — example - 06YE
YEPL Year-end Meeting Planning Committee
YouthNet Adventist Youth Service Network Board

<sup>\*</sup> Other specialized terminology, acronyms and abbreviations are applicable to each union. It is suggested that these be identified and inserted in the *Handbook* as a supplement to this section.

### RESOURCES

Back Off! How to Confront and Stop Sexual Harassment and Harassers, 1993 Martha J Langelan, Simon Schuster Building, Rockefeller Center, 1230 Avenue of the Americas, New York, New York 10020.

*The Church Guide To Employment Law.* Complete coverage of all important employment issues for churches. Julie L Bloss, JD, CEBS. Christian Ministry Resources, P O Box 1098, Matthews, NC 28106 (704-841-8066).

The Art of Getting Things: A Practical Guide To The Use of Power. Richard W Brislin, 1991. Praeger Publisher, One Madison Avenue, New York, NY 10010.

Effective Trusteeship. 1995. Richard T Ingram. Association of Governing Boards of Universities and Colleges, One Dupont Circle, Suite 400, Washington, D.C.

Employment Termination Law: A Practical Guide for Employers. Revised 1992. Maureen E McClain, Continuing Education of Bar, Berkeley, California.

Holy Bible, several versions: KJV; RSV.

B D Oliver, Andrews University Press, Berrien Springs, Michigan.

Seventh-day Adventist Encyclopedia. Volume 10. Commentary Reference Series. 1976: Organization and Development in the Seventh-day Adventist Church. Washington DC: Review and Herald Publishing Association, 55 W Oak Ridge Drive, Hagerstown. Maryland, 21740.

Sexual Misconduct in Counseling and Ministry. 1995. Peter Mosgofian and George Ohlschager. Word, Incorporated.

*Child Abuse Prevention for Your Organization*. John Patterson, Charles Temper and Pam Rypkema. Nonprofit Risk Management Center, 1001 Connecticut Avenue NW, Suite 900, Washington, DC.

Effective Meeting Skills: A Practical Guide for More Productive Meetings. 1988. Marion E Hayes. Crisp Publications, Los Altos, California.

*Working Policy*, General Conference. Review and Herald Publishing Association, but distributed by the General Conference Secretariat, 12501 Old Columbia Pike, Silver Spring Maryland, 20904-6600.

#### **Resources (contd)**

Publishing Association.

*Working Policy*, North American Division of the General Conference of Seventh-day Adventists. Review and Herald Publishing Association, distributed by the North American Division Secretariat, 12501 Old Columbia Pike, Silver Spring Maryland, 20904-6600.

Seventh-day Adventist Church Manual, 1995 (revised quinquinnally by GC Session). Issued by the General Conference of Seventh-day Adventists, 12501 Old Columbia Pike, Silver Spring Maryland, 20904-6600.

Seventh-day Adventist Minister's Manual. 1992. Prepared and published by the Ministerial Association. General Conference of Seventh-day Adventists, 12501 Old Columbia Pike, Silver Spring, Maryland 20904-6600.

Seventh-day Adventist Yearbook. 1997. Printed in the U.S.A. by the Review and Herald Publishing Association, Hagerstown, Maryland, for the Office of Archives and Statistics, General Conference of Seventh-day Adventists, 12501 Old Columbia Pike, Silver Spring, Maryland 20904-6600.

Pattern For Progress: The Role and Function of Church Organization. Walter Raymond Beach and Bert B Beach, 1985. Washington, DC; Hagerstown, MD: Review and Herald Publishing Association.

*The Client Connection* for SDA Administrators. General Conference Auditing Service 12501 Old Columbia Pike, Silver Spring, Maryland.

White, Ellen G, *Acts of the Apostles*. 1911. Review and Herald Publishing Association, 55 W Oak Ridge Drive, Hagerstown, Maryland, 21740.

, Early Writings. 1882. Hagerstown, Maryland: Review and Herald Publishing Association, 55 W Oak Ridge Drive, Hagerstown. Maryland, 21740.
, <i>Gospel Workers</i> . 1915. Washington, DC: Review and Herald Publishing Association, 55 W Oak Ridge Drive, Hagerstown, Maryland, 21740.
, <i>Testimonies for the Church</i> , Volume 3. 1946. Washington DC: Review and Herald Publishing Association, 55 W Oak Ridge Drive, Hagerstown, Maryland, 21740.
, <i>Christian Leadership</i> : 1985 Washington DC: Board of Trustees of the Ellen G White Estate, 12501 Old Columbia Pike, Silver Spring, Maryland, 20904-6600.

, Testimonies for the Church, Volume 4. 1948. Washington DC: Review and Herald

### **Other Helpful Information**

Adventist PlusLine 800-732-7587 - A telephone service for general SDA

questions/sources

Website: www:plusline.org

E-mail Info@PlusLine.org

Operating Hours Monday-Thursday 5:30-5:00 p.m. Pacific Standard Time (PST)

Friday 5:30-12:00 Noon Pacific Standard Time (PST)

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#### **Adventist Information Ministries**

Robert Moon 1-800-253-3000

I/S Building

Berrien Springs MI 49104-0970

#### Employee Service Record Forms

Order from Review and Herald Publishing Association

(301)-791-7000, Extension 722

#### **Certificates for Ordination**

Can be ordered from GC Ministerial Department (301) 680-6508

Seminars Unlimited 1-800-982-3344

**Baptismal Certificates** 

Profession of Faith Certificates

Revelation Seminars (Regional, Carolina, and Texas)

Continuing Education courses for Ministers

Adventist Media Center Materials Evangelistic Resource Center

### **Other Helpful Information - Contd**

### Statistical Forms A-200 to A-700 (English, French, and Spanish

Order from: NAD Secretariat

12501 Old Columbia Pike Silver Spring MD 20904-6600

Fax (301) 680-6464

### Foreword

t is appropriate that the Seventh-day Adventist Church, which believes in a God of order, should have in its administrative structure more than one officer. It was Moses who was divinely directed to follow the heavenly pattern of order (Ex 25:8, 9; Heb. 9:24). Ellen G White was given a vision of the angels marching in their ranks and she was admonished to call the Church's attention to God's love of order.

The executive officers of the union are president, secretary and treasurer. The president is first among equals. The authority of the executive officers as a team is combined. The collegial authority does not grant the officers additional authority beyond the constitutional authority of their offices. While generally the president chairs most of the formal meetings, he shares the leadership to make a management team. Just as the members of the holy trinity have distinct roles and fulfill them perfectly to make a divine oneness, so the three executive officers are to understand their role, and form a seamless whole. The difference is subtle, but important to the servant-leader principles. Usually conflict within the management team develops over lack of understanding of the role each office must perform, and/or the discipline to stay in that role.

The office of secretariat is mandated by the union constituency bylaws to supervise the areas that maintain the organizational integrity of the union office. The Holy Scriptures themselves are an indication of God's plan and desire to keep the record. In the biblical record there is mention of ancient functionaries who kept the record of the deeds of God's people—priests, scribes, and recorders. In the New Testament the Church is advised that all things should be done decently and in order (1 Cor 14:14).

The office of secretariat has not always been on the union conference level of the Church. In the Church's effort to strengthen the administration of work on all levels, the addition of the office of the Secretariat is relevant because of the responsibilities assigned to it: record keeping, retirements, meeting planning, consulting, policy, reports, etc.

In some fields the offices of secretary and treasurer may be combined. The general term "secretary" is descriptive rather than normative. The term does not adequately address some of the other duties of the office, which are often vice presidential. A need to incorporate into a single document other duties that may pertain to the office of secretary prompted the preparation of this handbook.

This handbook is intended to be generic and recognizes that there is variation from union to union. In some unions the term vice president for administration is used instead of secretary, and that person would be charged with duties in that area. In this Handbook however, in harmony with the general *Working Policy* of the North American Division and the Model Constitution for the union, the title "secretary," is used throughout. This handbook will list vice-chair duties separately, but that may not correspond with every particular field. It is also observed that in some fields the secretary may also carry departmental responsibilities.

#### Introduction

Pelcome to the office and work of the union secretariat. This is a "how to" procedures and information handbook. It is the result of a team effort on the part of several union, division, and General Conference secretaries. It is an attempt to put in written form the essential responsibilities and operational procedures of the office of the union secretariat. The responsibilities are varied. The primary purpose of the Handbook is to provide a basic information resource on how the office of secretariat functions at the union level.

In the past the functions of the secretary of the union were generally performed by the individual who was elected to serve in the office of treasurer. Those were the days when operations were much simpler and the merging of the positions resulted in some cost savings to the organizations. With the passage of time, however, the Church has grown and the world has become more complex, therefore denominational administration has been expanded to meet the demands of the time. As a result, it is often not deemed advisable to leave the functions of the secretary to be cared for by the treasurer who already carries a full load of administrative and financial responsibilities. It is now the norm in North American Division unions to elect a secretary as one of the executive officers.

Because the position came into being after the administrative functions of the union were for many years divided between the president and the secretary/ treasurer, the secretary's functions are not uniformly assigned in each union or other church organization. The Model Constitution and Bylaws give a broad description of the responsibilities of the secretary but it is not definitive. The list of responsibilities therefore differs from one union to another based on past practice, the specifics that may be written in the bylaws, the actions of the union executive committee, and the administrative structure in the respective union.

This Handbook has been developed to inform the newly elected union secretary of the wide range of duties that he/she may be called upon to perform in connection with the office, and to give some basic instructions as to how these tasks may be performed. The Handbook is not to be considered as an official position description or a definitive list of any secretary's duties. Rather, it is intended to be simply an aid to understanding and performing those duties and responsibilities which have been assigned by the organization which elected the secretary to office.

Changes are made in this Handbook by recommendations to the April Union Secretaries Meeting and ratified by the Union Secretaries Year-end Meeting each year and are tracked through the Union Secretaries minutes.

### Union Conference Secretariat

**Responsibility**—The Secretariat is one of three executive units of the union conference. The other two are Presidential and Treasury. The Secretariat has a basic responsibility in the coadministration and management of the union. It has a secondary responsibility for all calls and the mission and program of the church in the union. Another important responsibility of the secretariat is the preparation of committee agendas and the preservation of the committee minutes and other official records.

**Legal Implications of the Secretariat Work**—As an officer of the Union Conference and/or the Corporation, the Secretary is an agent of these organizations. It is important, therefore, that the records that are kept are accurate and up to the standard of requirement, so that, when used in a legal setting, these records will be fully accepted. There will be many instances when the secretary will be required to execute legal documents needed by or requested from the conference or corporation. Every effort should be made to become fully acquainted with the legal requirements and duties of the secretary in the state, province, county or city where the union is located and operates.

**Documents**—The Secretary receives and proposes amendments to the following: *Church Manual*, Bylaws, Model Constitution, NAD *Working Policy*, Handbook for Union Secretaries, and *Handbook for Conference Secretaries*, are some of the important documents for Secretariat.

**Recording Secretary**—The Recording Secretary, under the direction of the union secretary, prepares the agenda, records and prepares the minutes of the Union Executive Committee and the Administrative Committee. The Recording Secretary then distributes these minutes to the members of the committee. An approved copy of the Union Executive Committee minutes should be sent to the Executive Officers of the North American Division.

### Union Conference Executive Committee

The Union Conference Executive Committee\* is the administrative body of the Union Conference in the intervals between sessions of the Union Conference.

\*Because of the corporate structure of the church in Canada, the Executive Committee is called the Board of Directors there.

<u>Membership</u>. The membership is comprised of all who are elected at the Union Conference Session and others who are provided for in the Bylaws of the Union Conference.

<u>Agenda</u>. All items for the agenda are routed through the Union Conference Secretary's office. The Secretary serves as agenda coordinator responsible for gathering the information that is to be placed on the Union Conference Executive Committee agenda, and for preparation and distribution of the agenda.

Agenda items and support materials are gathered from the following sources:

- a. Presidential
- b. Secretariat
- c. Treasury
- d. Association
- e. Boards/councils/committees
- f. Administrators' Council

<u>Minutes</u>. The Recording Secretary takes note of the actions taken and prepares the minutes for approval. Attendance is checked on the attendance record sheet.

<u>Approval of Minutes</u>. Corrections are brought to the attention of the Recording Secretary concerning modifications needed and the approved minutes are prepared and distributed.

<u>Permanent Minutes</u>. When the minutes are approved by the Union Executive Committee, they become official and a permanent copy is placed in the permanent file.

<u>Mailing of Approved Minutes</u>. Copies of the Union Conference Executive Committee minutes are sent to each of the committee members and to the executive officers of the North American Division.

<u>Permanent File Copies of Minutes</u>. The Secretary keeps copies of the Union Conference Executive Committee minutes on permanent file in a vault or fireproof storage cabinet.

<u>Indexing</u>. The Union Conference Executive Committee minutes are indexed at the end of or during the year on office computer, printed, and mailed to each member of the committee. Actions should be cross-referenced at least once and another cross-reference placed at the discretion of the Secretary or the Recording Secretary. Actions should be indexed in alphabetical order and cross-referenced according to topic or important word i.e. "Minutes, Permanent" and "Permanent Minutes" A final copy of the index should be placed with the minutes in the permanent file, and one copy with each official set of minutes.

## MINUTES OF THE ADMINISTRATIVE COMMITTEE

Minutes of the Administrative Committee of the Union are kept permanently in the Office of the Secretariat.

#### **Guidelines for Retention of Committee Minutes**

Committee	<u>Meets</u>	Number of Sets	Responsible Office	Sets Filed In Office	Sets Filed In Vault
ADCOM	Mthly	2	Secretary	5/10 yrs.	Permanent
Executive Com.	Qtrly	2	Secretary	5/10 yrs.	Permanent

NOTE: A minimum of 5 years should be kept in the Secretaries office for quick reference.

### RECORDS MANAGEMENT AND PRESERVATION

The Church's leaders have agreed that every SDA organization should have a sound records management program as outlined in the North American Division *Working Policy*. Such a program involves:

- 1. Knowing what records are being produced
- 2. Deciding how long to keep the information
- 3. Providing secure storage
- 4. Supervising the retrieval and use of documents and files.

To accomplish this, the secretary will need to arrange for the proper space, time and money to achieve the ultimate goal of an adequate records management system.

### Records Management is an Administrative Responsibility

#### What are Records?

- 1. The means by which information is transmitted from one person to another
- 2. May be books, periodicals, correspondence, minutes, files, audiovisual materials, maps, or diagrams
- 3. May be published or unpublished
- 4. May be in electronic/digital format

#### What is Records Management?

- 1. Records Creation
- 2. Records Maintenance
  - Effectively controlling the collection, analysis, classification, arrangement, and retrieval of active material
  - Protecting irreplaceable, critical records
- 3. Records Disposition
  - Permanent preservation (in one form or another)
  - Destruction

#### Denominational Records Management Program

- 1. <u>All</u> records created by denominational employees in the course of their work are the property of the Church.
- 2. Records Management concerns itself with records from their creation to their disposition.
- 3. Removal or destruction of records must conform to published guidelines.

#### Records and the Working Policy

The secretary should become conversant with the following policies:

- 1. BA 50 05 Records Management
- 2. BA 50 10 Records Retention
- 3. BA 50 15 Transmittal of Vital Records
- 4. BA 50 17 Ownership of Records

#### <u>Departmental Records Coordinator</u>

- 1. Appointed for each department/cost center
- 2. Liaison with Records Center
  - "Expert" on department's record management program
  - Transfer of records periodically
  - Maintain records of transactions
  - Education of other departmental staff members
  - Authorize destruction of non-permanent records

#### Vital Records

- 1. Service Records
- 2. Minutes
  - Executive Committee
  - Administrative Committee
- 3. Property Records
- 4. Other irreplaceable documents critical to the continuation of the organization's mission

#### Records Retention Schedule

- 1. Required for every department/cost center
- 2. Categorizes records by type
  - Correspondence
  - Minutes
  - Case Files
  - Reference Files
  - Reports/Publications/Manuals
- 3. Specifies time periods
  - In the office
  - In the Records Center
- 4. Eventual disposition
  - Microfilm
  - Permanent preservation
  - Destruction
- 5. Updated periodically (at least once each election cycle)
- 6. Approved by Executive Committee (at least once each election cycle)

#### **Principles of Filing**

- 1. Why file?
  - File to Retrieve
  - File to Record
  - File to Preserve
  - File Everyday

#### Filing Tips

- 1. File distinct types of records separately.
- 2. For files with time significance (correspondence, minutes, etc.), start new files at the beginning of each year.
- 3. File organizational correspondence by organization, not by the correspondent's name. File personal letters by the correspondent's name.
- 4. Different types of correspondence (e.g. institutional, departmental, non-workers) can be filed in one large alphabet by using color tabs and tab positions.
- 5. Temporary items should be marked for later destruction upon receipt or filing.
- 6. Documents can be filed electronically.

#### Filing Electronic Records

- 1. Set up file structure in computer to parallel your office files.
- 2. Save documents in their "native" format.
- 3. Put temporary files in a separate directory.
- 4. Transfer the year's accumulation to floppy disks and send the disks to the Records Center.
- 5. Use directories to separate by category.
- 6. Use the full file name and extension.
- 7. Learn how to use File Manager.
- 8. Learn how to do "full-text" searches.

#### What to Keep? What to Toss?

- 1. Keep . . .
  - Correspondence dealing with policies, doctrinal or administrative problems, evaluations
    of personnel, projects, or methods, and the development of programs.
  - Correspondence giving factual information, data, summaries, and experiences.
  - Correspondence with leading administrators.
  - Correspondence relating to travel if it gives information about plans for a major meeting or field program, and the final itinerary.
  - A set of all form letters sent by your office.
  - A sampling of certain types of general correspondence
  - All minutes produced or received.
  - All reference or case files created for specific purposes.
  - Topical files containing materials closely related to the work of your office.

- A set of all published or duplicated materials produced or promoted by your office.
- SDA published or duplicated materials of documentary or informational nature.
- All audiovisual materials produced or promoted by your office.
- Financial reports that provide year-end summary information.

#### 2. Toss

- Routine requests and acknowledgments for catalogs, brochures, or other stocked items.
- Routine requests for your office's services, acknowledgments, and letters of appreciation, except when the letter also includes significant matters.
- Routine/circular memos from other offices.
- Routine correspondence dealing with travel plans.
- Non-SDA published or duplicated materials, unless they have major impact on the department's work.
- Most financial records, such as purchase orders, receipts, check requests, monthly statements, etc.

#### Records Center

- 1. Every denominational entity should have a designated center
- 2. Storage of inactive records awaiting final disposition
- 3. Vault Fire-resistant, temperature and humidity controlled
- 4. Standardized storage media

#### Transferring Records to the Records Center

- 1. Records Life Cycle
- 2. Types of Records to be transferred
  - Published material
  - Unpublished material
  - Audiovisual material
  - Electronic records
- 3. Transferring the Records

#### Accessing and Retrieving Inactive Records

- 1. Security and Accessibility
- 2. Requesting a Record
- 3. Checking out versus reactivating a record

To learn what records exist in your office, you will need to conduct a records survey. (See the records management document prepared by the Office of Archives and Statistics of the General Conference.) This survey will help in determining whether there is information being stored that is disposable. This will also clarify for you and the office staff the essential records that in some cases should never be destroyed.

This entire management approach is available to your office through the General Conference Office of Archives and Statistics. It is important to involve the whole office team in this important process.

### FILE RETENTION

**Filing of Correspondence of Temporary Value**—To avoid having a lot of paper in the files which have little or no permanent value, it is suggested that at the time of production, such items be stamped with a letter "D" (for discard) in a circle in the upper right-hand corner. This will make it a simple matter to discard such items when the file is being readied for permanent storage.

### Guidelines for Culling

#### Correspondence

#### 1. Save

- a. All correspondence of consequence with leading denominational administrators.
- b. Items relating to the development of policies and programs and the interpretation of policy.
- c. Correspondence about doctrinal or administrative problems, including evaluations of personnel, projects, and methods.
- d. Items giving factual information, data, summaries, statistics, and experiences.
- e. A sample set of all form letters sent out from your office.

#### 2. Mark for disposal by using specially prepared stamp:

- a. Routine incoming requests for catalogs, brochures, other printed or stocked items, and requests for your office's services and acknowledgments.
- b. Letters of appreciation (*incoming and outgoing*) for services performed. Exceptions: When the letter is unusual or deals with other more significant matter, or when the manner in which the letter is worded is unusual.
- c. Routine incoming memos and form letters from other offices.
- d. Routine items dealing with travel plans.

#### **Reference Files**

#### 1. Save

- a. Files built for specific purposes and used regularly during the development of a program or the solving of a problem.
- b. Topical material closely related to the work of your office.

#### 2. Mark for disposal by using specially prepared stamp.

- a. General religious material such as clippings or whole magazines.
- b. Non-SDA bulletins, magazines, reports, etc., that have been of only marginal value or use in the office.

### EMPLOYMENT PROCEDURES and SERVICE RECORDS

The union secretary is responsible for maintaining and protecting service records in the NAD prescribed format for all union employees. All service records should be kept up to date on an annual basis. A copy should be given biannually to each employee so that need for correction can be noted. (See NAD D 45 15-2e.)

In updating the service records of employees, the secretary shall enter details regarding the place of employment, dates of employment, remuneration factor and job title. He/she then should be sure that every yearly entry is properly signed. It is the responsibility of the Secretariat to see that service records for employees are requested from their previous denominational employer or to start a record in the case of a new denominational employee.

The service records are now computerized and updated at the beginning of the year and a computer disk with all employees listed sent to the Data Management Services at the North American Division.

#### RETIREMENT APPLICATIONS

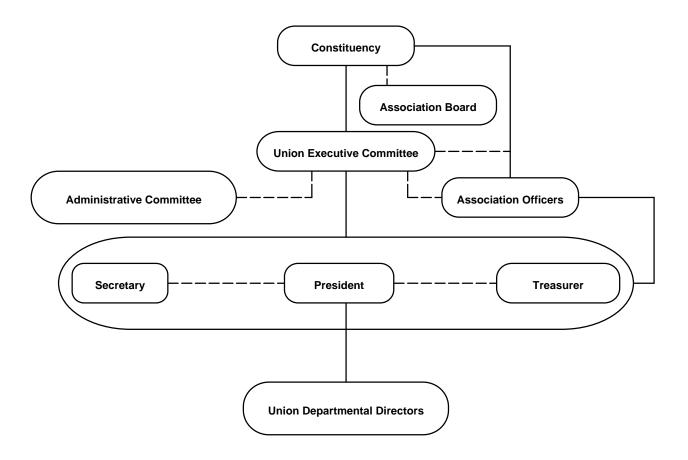
It is the responsibility of the Secretariat to approve the retirement applications of all individuals retiring in the Union Conference. The retirement application is then signed and sent to the North American Division Retirement Office.

The secretary shall process through the union executive committee or administrative committee employee applications to the North American Division Retirement Office. It is extremely important that the union secretary be familiar with the retirement application, worksheet, retirement policies and instructional materials.

An annual retirement workshop (skipped in GC Session year) is conducted by the North American Division Retirement Office and union and local conference secretaries are encouraged to attend.

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# Relationship Of The Executive Officers



- 1. The Secretary is an elected officer.
- 2. The Secretary participates in the general administration of the union, in general consultation with the president and treasurer.
- 3. The Secretary recognizes the president as the first officer of the union and main spokesperson to the executive committee, constituents and departmental directors/technical support staff.
- 4. The Secretary reports directly to the executive committee, after consultation with the president, in the role of record keeper, statistician and policy coordinator.
- 5. The Secretary may be (but is not required to be) an officer of the union Association Board, which is the legal entity of the union.
- 6. The Secretary consults directly with department directors, associates and support staff as needed or as requested by the president.
- 7. The Secretary is directly available to the administrations of the local conferences in his/her field as needed or as directed by the executive committee or the president or as indicated by the union constitution or the constitutions of the local conferences.

### GENERAL POSITION DESCRIPTION

#### UNION CONFERENCE OF SEVENTH-DAY ADVENTISTS

Position Title:SecretaryOffice:SecretariatName:Wage Range:138 - 158

Category: Elected/Exempt Credentials:

**Supervisor:** Supervisor's Title: President/Executive Committee

#### **POSITION SUMMARY:**

The union secretary works very closely with the president. He/she provides leadership, direction, and coordination in a collaborative manner consistent with the mission, vision, and values of the union. He/she is primarily responsible for general administrative and management functions. He/she has direct responsibility for matters related to strategic planning, policy review and counsel, and statistical management. The secretary records the proceedings of all official union executive and administrative committees, and furnishes copies to all members of the executive committee and to the North American Division office of the Secretariat. The secretary collects such data as may be desired by the president or the executive committee.

#### **EXPERIENCE AND BACKGROUND:**

The person holding the position of secretary will need such qualifications as may be agreed upon by the union constituency in session or the executive committee in the event of a vacancy. He/she serves as an executive officer and vice-chair of the executive committee. The person should have good conceptual skills and the ability to grasp the complex situations that may occur in the organization and focus on problems in a way that both become vision and strategy. This person should have a personality that fits well into the office and the leadership and management style of the first officer. The secretary should approach his/her work and working relationships with a high level of professionalism.

#### **ELECTION:**

It is the responsibility of the union constituency in regular session or the executive committee in session to elect the person who holds the position of secretary. This person shall have the qualifications required for the position with the experience and background to give spiritual, technical, and administrative leadership to the union.

#### **LEADERSHIP ROLES:**

The secretary is an individual who has heard and experienced the call of God to servant-ministry. He/She demonstrates the skills of personal integrity, practical wisdom, good taste and sound judgment. As a member of the executive team charged with spiritual Christian leadership in the union there are four distinct roles that provide for an environment of spiritual health, church growth, faithfulness, and effectiveness:

- 1. Leads through vision and values as a servant-leader modeling Christ and mentoring the values of the communal Body of Christ as represented in the constituency of the union.
- 2. Promotes continuous quality improvement by providing a secure environment in which initiative is encouraged and success is recognized.
- 3. Builds partnerships by improving interpersonal relationships, nurturing people, and the developing of joint ventures between and among the conferences and communities he/she serves.
- 4. Facilitates learning by modeling a personal openness to change, and to spiritual and professional growth in himself/herself and others.

#### **MANAGEMENT ROLES:**

- 1. Defines a strategic plan that is consistent with the union's mission, vision, and values.
- 2. Communicates the mission, vision, values and strategic plan throughout the union.
- 3. Fulfills the union's vision by providing the framework to accomplish the goals of the strategic plan.
- 4. Plans for the integration of union resources and programs within the area of his/her responsibility that are consistent with the long-range plans of the union.
- 5. Ensures that the programs and objectives promote excellent outcomes, as well as improve constituent satisfaction and optimum usage of human and financial resources.
- 6. Coordinates and monitors planning activities to promote successful achievement of union goals.

#### **RESPONSIBILITIES:**

- 1. Represents the union to the Church and general public in counsel with the president.
- 2. Works effectively with people at all levels of the union including all administrators, department directors, associate and assistant directors, other office staff personnel, executive committee and sub-committee members in the union.
- 3. Is knowledgeable and current in the application of management theory and practice.
- 4. Maintains a program of continuous performance improvement in determining and achieving the union's strategic initiatives each year.
- 5. Directs and coordinates the activities of the secretariat in accordance with union constitution and bylaws.
- 6. Preserves the records of official actions of the executive committee and its subcommittees.
- 7. Records the membership and terms of reference of committees.

- 8. Directs in the keeping and the distribution of minutes, policies, and resolutions of the union executive committee, NADCOM and the General Conference Committee.
- 9. Works closely with the president in strategic planning and management in fulfilling the mission, vision and values of the union.
- 10. Prepares agendas for:
  - a. Executive Committee
  - b. Administrative Committee
  - c. Officer's Meeting
  - d. Administrators' Council
  - e. Presidents' Council
  - f. Constituency Meetings
  - h. Other as needed
- 11. Ensures the distribution of North American Division, General Conference, and union working policies.
- 12. Directs the process of updating annually the General Conference *Yearbook*.
- 13. Provides information and in-service training and support services for the conference secretaries in the union.
- 14. Processes credentials and licenses for all union staff personnel, institutional workers, retirees, and others eligible for the same.
- 15. Processes independent transfers and all calls.
- 16. Processes interdivision and inter-union travel requests for service for persons in the union, local conferences, and institutions.
- 17. Processes retirement applications for all employees within the territory of the union.
- 18. Accepts speaking requests from the field for camp meetings, etc.
- 19. Deals with various problems which come to the union officers.
- 20. Serves as vice-chair of the union executive committee. May serve as the vice-chair of the College Board of Trustees and the union Board of Education.
- 21. Serves as a member of the North American Division Committee (see C10 05-1i).
- 22. Performs other related duties as needed or requested.

#### **EDUCATION:**

- 1. Four-year college degree.
- 2. Experience in administration.
- 3. Participation in appropriate continuing education courses.
- 4. Should have several years of progressive management experience in various phases of the work of the Seventh-day Adventist Church.
- 5. Knowledgeable in interpersonal relations, problem-solving processes, conflict management and resolution, and organizational management theory and practice.
- 6. Should have academic or continuing education in human relations and oral/written communications skills.
- 7. Should possess a positive demeanor in dealing with people and problems.

#### **KNOWLEDGE AND SKILL:**

- 1. Knowledge of principles, policies and beliefs of the Church.
- 2. Knowledge of church structure and organization, including committee procedures, etc.
- 3. Ability to perform administrative functions; skill in strategic planning process. Must be able to effectively present facts and recommendations in oral and written form.
- 4. Knowledge and skill in human relations.
- 5. A command of English language skills including proficiency in verbal and written communication.
- 6. Ability to perform broad administrative functions at the executive level of the church organization.

#### **CONTACTS/ORGANIZATIONAL RELATIONSHIPS:**

The union secretary has extensive contact with church leaders, civic leaders, non-Seventh-day Adventist individuals, as well as church laypersons. He/She must possess advanced interpersonal skills and project a positive Christian image.

#### PHYSICAL REQUIREMENTS:

- 1. Must be able to read and hear well.
- 2. Must be able to communicate effectively both orally and in writing.
- 3. Must be able to travel extensively.

#### **COMMITTEE AND BOARD ASSIGNMENTS:**

Usually serves as a member, secretary, vice-chair, or chair of the following committees or boards:

- 1. Administrative Committee
- 2. Adventist Health Care
- 3. College Executive Committee
- 4. Executive Committee
- 5. Employment Enhancement Committee
- 6. Union Revolving Fund
- 7. Union Association
- 8. Union College Board
- 9. Union Board of Education

### Professional Ethics

The union secretary is to be measured by the highest standard of ethical conduct. His/Her success will be largely dependent on personal commitment to these principles. The lifestyle of this worker should emulate the standards of Christian living as taught by the Seventh-day Adventist Church.

The union secretary is the second officer of the union conference and is vice-chair of the executive and other official committees. Frequent consultations with colleagues, characterized by open and frank expressions of opinion, are vital. Every effort should be made to achieve consensus on vital matters. When this is not possible, then it is expected that each officer will support the position adopted.

The union secretary is often privy to very confidential information. This should be treated accordingly. Aside from this, the secretary may also have the responsibility of disseminating information that though negative, should be presented with a spirit of love for the Church and persons involved.

In relationship with conference employees and constituents, it should be remembered that this office not only represents the person holding it, but also the administration as a whole. When outside the field, this officer represents the entire constituency. Responsibility in representing the larger view is important.

### PROFESSIONAL GROWTH

Most, if not all, of those who have held the office have had a background in professional ministry. Some have come from a background of administration. The above are not requirements for success in this office, but are certainly helpful on the union level. The following is a list of assets and skills that would also enhance the ability of the union secretary:

- 1. Agenda preparation
- 2. Computer literacy
- 3. Conflict resolution and management

- 4. Counseling
- 5. General knowledge of North American Division Working Policy
- 6. Good library in management and administration
- 7. Government regulations for employers
- 8. Letter writing
- 9. Long-range planning
- 10. Motivating
- 11. Negotiating
- 12. Parliamentary procedure
- 13. Preparing and conducting seminars and workshops
- 14. Presiding at meetings
- 15. Public speaking
- 16. Spirituality of leadership
- 17. Record and document management
- 18. Staff direction and coordination
- 19. Theological background
- 20. Time management
- 21. Understanding of financial reports
- 22. Varied reading background

Gathering material on the above subjects would be a worthy priority. Consulting with those who have experience in the office of union secretary is wise. There are also various seminars held on these subjects. Give attention to handbills that come to your desk. There is also a wide variety of audio and video tapes.

### **D**UTIES OF **V**ICE-CHAIR

The secretary is the vice-chair of many committees of the union. In the absence of the president, the union secretary often serves as the chair of the following boards and committees:

- 1. Administrative Committee
- 2. College Board of Trustees
- 3. College Executive Committee
- 4. Executive Committee
- 5. General Staff meeting
- 6. Local Conference Organizing and Nominating committees
- 7. Local Conference Constituency meetings.
- 8. Any other constitutionally designated duty that the union president or executive committee may request.

### OFFICE FUNCTIONS

The following responsibilities may be assigned to the union secretary:

- 1. Coordinate departmental directors
- 2. Coordinate in-house committees
- 3. Countersign all necessary documents
- 4. Annual Calendar of authorized meetings prepare
- 5. Records management
- 6. Social committee assignments
- 7. Special occasion greetings
- 8. Staff directory
- 9. Staff retreats
- 10. Statistics, Church Membership, Denominational Employee Status, etc
- 11. Worship coordinator

# COMMITTEE ASSIGNMENTS

As an executive officer, generally the union secretary, serves on the following committees and boards. These assignments may vary from union to union.

- 1. Adventist hospitals local/regional boards
- 2. Advisor to the local conference executive committee
- 3. Finance Committee
- 4. North American Division Year-end Meeting
- 5. Public Affairs and Religious Liberty
- 6. Secretaries Councils
- 7. Union administrators' council
- 8. Union conference administrative committee
- 9. Union conference association/investments board
- 10. Union conference college board
- 11. Union conference college executive board
- 12. Union conference education board
- 13. Union conference executive committee
- 14. Union conference human relations committee
- 15. Union conference publishing board
- 16. Union conference revolving fund boards
- 17. Union constitution and bylaws committee

### In-Service Training and Counseling

The union secretary is "responsible to arrange for appropriate executive training for newly elected" secretaries of conferences. The union secretary serves as an advisor and counselor to conference secretaries and is obliged to assist in his/her orientation and training. Training and assistance may include but is not limited to the following:

- 1. Agenda development for various committees
- 2. Calls and interdivision travel requests processes
- 3. *Church Manual* orientation
- 4. Conciliation dispute resolution procedures training seminars/workshops
- 5. Constituency meeting preparation counsel
- 6. Employee handbooks and policy documents develop and disseminate
- 7. Human Relations Issues/Diversity Issues
- 8. Human Resources
- 9. Independent transfers processes
- 10. Leadership of the annual secretaries' council
- 11. Minutes preparation
- 12. Records management
- 13. Resources available
- 14. Retirement plan education and interpretation
- 16. Statistical Data maintains the flow of statistical data through the reporting mechanism of the Church
- 17. Working Policy, North American Division assists in interpreting and applying
- 18. Workshops/seminars in professional growth

# MEETING PLANNING AND COORDINATION

The role of the secretary often involves planning for meetings. In consultation with the other officers, the secretary develops the agenda for the executive committee and all other meetings at which he/she serves as secretary. The union administrators may be an exception, depending on how the office is structured. The following is a general list of items that the secretary may want to cover in preparation for meetings:

- 1. Devotional speaker
- 2. Food arrangements
- 3. Mailing of preliminary materials
- 4. Notices to members
- 5. Preparation of information folders
- 6. Room arrangements

There may be other union-sponsored meetings that will require planning by the union secretary, such as:

- 1. Administrative retreat
- 2. Joint departmental council

The following are general items to keep in mind in preparing for meetings:

- 1. Billing procedures
- 2. Budget
- 3. Location and contract
- 4. Music
- 5. Daily chairpersons
- 6. Greeters Speaker/s
- 7. Platform participants
- 8. Program and staff assignments
- 9. Promotion
- 10. Meals
- 11. Transportation

Most unions have a standing committee on the constitution and bylaws, with the union secretary as its chairperson. The committee generally consists of a membership reflective of the union's conferences and their varied demographic makeup.

The committee meets during the quinquennium at the call of the chair. As the next session draws closer, the need for such meetings is more crucial. The purpose of these meetings is to ascertain whether there is need for clarifications, additions, or modifications. This committee only makes recommendations. Its work must be approved by the session. It can be helpful as well as expeditious to bring any recommended changes before the union officers and the executive committee before going to the session.

The secretary should maintain a file that has the current constitution, as well as copies of previous constitutions and revisions. He/she should also keep a list of the membership of that committee.

A copy of the model constitution from the North American Division working policy has been included below for convenience. It is good to stay close to this unless union territory needs demand otherwise.

It is suggested that copies be made of the following constitution and bylaws and distributed as needed.

NOTE: Be sure to track any amendments to the Constitution recommended in Year-end meetings and voted in the General Conference Session.

## Model Constitution and Bylaws

#### CA MODEL CONSTITUTIONS AND OPERATING POLICIES

#### CA 05 SEVENTH-DAY ADVENTIST CHURCH ORGANIZATION

The 54th General Conference Session, in its consideration of the Role and Function of Denominational Organizations, pointed out that the constitutions, bylaws and operating policies of all denominational organizations should be consistent with the Seventh-day Adventist concept of the church, its organization, and governance. The fruitage of that concept is a representative and constituency-based system. Its authority is rooted in God and distributed to the whole people of God. It recognizes the committee system. It provides for shared administration (president, secretary, treasurer) rather than a presidential system. It recognizes a linkage of entities (church, conference, union, General Conference) that binds the believers together in a universal fellowship. It assures essential unity of purpose and mission. While the integrity of each entity is recognized (church, conference, union), each is seen to be a part of a sisterhood which cannot act without reference to the whole.

### CA 10 MODEL UNION CONFERENCE CONSTITUTION AND BYLAWS

#### CA 10 Model Union Conference Constitution and Bylaws

CA 10 05 Union Conference Constitution and Bylaws—This model constitution shall be followed by all union conferences. Those sections of the model bylaws that appear in bold print are essential to the unity of the Church worldwide, and shall be included in the bylaws as adopted by each union conference. Other sections of the model bylaws may be modified as set out in Bylaw Article XII, provided they continue to be in full harmony with the provisions of this model. Amendments to the Model Union Conference Constitution and Bylaws shall be made by action of the Executive Committee of the General Conference of Seventh-day Adventists at any Annual Council of that Committee.

# CONSTITUTION OF THE \_\_\_\_\_ UNION CONFERENCE OF SEVENTH-DAY ADVENTISTS

#### **Article I—Name**

The name of this organization shall be known as the	Union	Conference	of
Seventh-day Adventists, hereinafter referred to as the union conference.			

## **Article II—Purpose**

The purpose of this union conference is to facilitate the proclamation of the everlasting gospel in the context of the three angels' messages of Revelation 14:6-12 to all peoples within its territory, leading them to accept Jesus as personal Savior and to unite with His Church, and nurturing them in preparation for His soon return.

## **Article III—Relationships**

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### **Article IV—Territory**

The territory of this union conference shall consist of .

#### **Article V—Membership**

The membership of this union conference shall consist of such local conferences and missions as have been or shall be organized in any part of the geographic territory under its jurisdiction and formally approved for membership by vote of the delegates at any regularly scheduled constituency meeting.

### **Article VI—Bylaws**

The voters of this union conference may enact bylaws, and/or repeal them, and such bylaws may embrace any provision not inconsistent with the constitution.

#### **Article VII—Dissolution and Disposition of Assets**

This union conference may be dissolved only by a two-thirds majority vote of the delegates present and voting at any constituency meeting.

In the event of the dissolution of this union conference, all assets remaining after all claims have been satisfied shall be transferred to a legal entity authorized by the \_\_\_\_\_\_ Division of the General Conference of Seventh-day Adventists.

#### **Article VIII—Amendments**

This constitution shall not be amended except to conform to the model union conference constitution when it is amended by action of the General Conference Executive Committee at an Annual Council. This union conference shall amend its constitution from time to time at regularly called constituency meetings, any such changes to conform to the model union conference constitution. The union conference executive committee may recommend to the General Conference through the Division of the General Conference of Seventh-day Adventists, amendments to the model constitution.

# BYLAWS OF THE \_\_\_\_UNION CONFERENCE OF SEVENTH-DAY ADVENTISTS

Article I—Principal Office		
The principal office for the transaction of the business of the	Union	Conference is
fixed and located at, The executive committee is	may in	an emergency
change the location of the principal office on a temporary basis.		

### **Article II—Constituency Meetings**

- Sec. 1. Regular Meeting: This union conference shall hold a regular quinquennial constituency meeting at such time and place as the executive committee of the union conference shall designate. Notice of the time and place of the meeting of the delegates representing the members shall be given by
- a. A notice printed in the official publication of the union conference at least four weeks before the date of the session, or
  - b. A method approved by the Union conference executive committee.
- Sec. 2. Special Meeting: a. The executive committee of this union conference shall call a special constituency meeting at a time and place it deems proper when:
  - 1) It is voted by the executive committee, or
  - 2) It is voted by the delegates at any constituency meeting, or
- 3) It is requested by \_\_\_\_\_ percent of the executive committees of the conferences/missions within the union conference, or
- 4) It is voted by the \_\_\_\_\_ Division committee or the General Conference Committee.
- b. The division committee or General Conference Committee may call a special constituency meeting of the union conference.
- c. The agenda for special constituency meetings shall be included in the notice of the meeting.
- d. The time and place of special constituency meetings shall be given in the same manner as for regularly scheduled constituency meetings.
- **Sec. 3. Quorum**: At least \_\_\_\_\_ percent of the delegates authorized hereinabove under Section 1-a-1) of Article III must be present at the opening of any regular or special constituency meeting to constitute a quorum for the transaction of business. Once the meeting is declared open, the delegates remaining present shall constitute a quorum.
- Sec. 4. Proxy Voting: All delegates must be present in person at any constituency meeting in order to be eligible to vote. There shall be no voting by proxy.
- Sec. 5. Voting Rights of the Delegates: Each delegate appointed to act on behalf of the members of this union conference shall be entitled to one vote. The voting rights of the individual delegates

representing the members as hereinafter provided shall be limited to the particular constituency meeting of the union conference in which they have been designated to represent a local conference, institution, or the General Conference of Seventh-day Adventists.

- Sec. 6. Election/Appointment and Term of Office: All officers and members of the executive committee who are not ex officio members shall be elected by the delegates at the regular meeting of the union conference constituency and shall hold their offices until the next regular meeting of the union conference constituency, unless they resign or are removed from office, for cause, by the executive committee/a special constituency meeting. The election/appointment of departmental directors, associate departmental directors, associate secretaries, or associate treasurers, if not determined by the delegates at the union conference constituency meeting, shall be referred to the executive committee.
- Sec. 7. Appointment of Local Mission Officers: The presidents, secretaries, and treasurers of local missions within the territory of this union conference shall be appointed by the union conference in regular session, and shall hold their offices until a midterm meeting of the union executive committee, unless they resign or are removed from office, for cause, by the union conference executive committee or a special constituency meeting. Those appointed at a midterm meeting shall hold their offices until the next regular session of the union conference, unless they resign or are removed from office, for cause, by the union conference executive committee or a special constituency meeting.

(Note: Section 7 above is applicable to union conferences in whose territory there is a local mission.)

#### **Article III—Representation**

- Sec. 1. Representation: a. Regular Delegates—Each member organization shall be represented at union conference constituency meetings by duly accredited delegates as follows:
- 1) Each local conference/mission shall be entitled to one delegate without regard to conference membership and one additional delegate for each \_\_\_\_\_ church members or major fraction thereof.
- 2) Such delegates shall be chosen by the respective local conference/mission executive committees.
- b. Delegates at large—In addition, delegates at large shall participate in the union conference constituency meetings as follows:
  - 1) The individual members of the executive committee of this union conference.
- 2) Members of the General Conference and division executive committees, who may be present at any constituency meeting of this union conference. The number of such delegates shall not exceed ten percent of the total number of delegates otherwise provided for.
- 3) Such other persons from the union conference staff, denominational institutions owned and operated by the union, and local conferences/missions, as may be recommended by the union conference executive committee and accepted by the delegates in session. The number of such delegates shall not exceed ten percent of the total number of regular delegates provided for hereinabove.
- Sec. 2. Church Membership Requirement: All delegates appointed to represent the members of this union conference at any constituency meeting shall be members in regular standing of the Seventh-day Adventist Church.

#### **Article IV—Committees**

Sec. 1. Organizing Committee: a. An organizing committee for each constitution	tuency meeting shall be
appointed. It shall consist of representatives from each loc	al conference/mission,
representatives from the health care system/institution(s) ser	ving the union, one
representative from each of the union conference-operated institutions, and	the president of the
Division, or his designee, who shall serve as chairperson.	

- 23 The members of the organizing committee shall be appointed by their respective delegates as the first item of business at each regularly scheduled constituency meeting. The organizing committee shall nominate and the constituency shall elect: A nominating committee 1) 2) A constitution and bylaws committee 3) Other committees as may be necessary. Sec. 2. Nominating Committee: The nominating committee shall consist of at least \_\_\_\_\_ and not more than \_\_\_\_\_ members, including the president of the \_\_\_ Mission/Conference, or his designee, who shall serve as the chairperson. The membership of the committee shall be comprised of delegates to the constituency meeting and shall be balanced, as nearly as possible, between denominational workers and laypersons representing various segments of the work and territories of the conference. Sec. 3. Standing Constitution and Bylaws Committee: The standing constitution and bylaws committee shall include an officer of the \_\_\_\_\_ Division, and shall be chaired by the Union Conference, or his/her designee. secretary of the This committee shall function between the regularly scheduled sessions of the constituency and shall submit its reports and detailed recommendations through the executive committee to the next regular constituency meeting. Sec. 4. Voting: The election of officers and the voting on all other matters of business shall be by Viva Voce unless otherwise determined by a majority vote of the delegates present. **Article V—Executive Committee**
- Sec. 1. Membership of Executive Committee: The executive committee of the Union Conference of Seventh-day Adventists shall be elected at its regularly scheduled constituency meeting and shall consist of not more than \_\_\_\_\_ members. The president, secretary, treasurer, vice president(s), the chief administrator of each union conference institution, and the presidents of constituent conferences/missions shall be members ex officio of the executive committee. The remaining membership shall include laypersons, departmental directors, pastors, or other denominational employees. The officers of the \_\_\_\_\_\_ Division and of the General Conference of Seventh-day Adventists are members ex officio of the union conference executive committee; however, their membership shall be in addition to the number detailed above. Any such officers exercising their voting rights at any one meeting shall not make up more than ten percent of the committee membership present.
- Sec. 2. Delegated Authority: The executive committee of this union conference is delegated the authority to act on behalf of the constituents between regular sessions, including the authority to elect or remove for cause, officers, directors of departments/ services, board and committee members.
- Sec. 3. Administrative Authority: The executive committee shall have full administrative authority:
- To fill for the current term any vacancies that may occur by death, resignation or a. otherwise, in its boards, committees, departments, or in offices which have been filled by union conference election. If a new president is to be elected, the president of the Division, or his designee, shall serve as chairperson of the executive committee.
- To appoint committees, such as an administrative committee, with their terms of b. reference.
  - To employ such personnel as may be necessary. c.
  - To grant and withdraw credentials and licenses. The withdrawal of credentials or the d.

removal of those named under Article V, Section 1. of these bylaws shall require the consent of two-thirds of the members of the executive committee.

- **Sec. 4.** Regular Meetings: The executive committee may schedule regular meetings at such times and places as it may select.
- **Sec. 5.** Special Meetings: Special meetings of the executive committee may be called at any time or place by the president or, in his absence, by the secretary. In response to the written request of a majority of the members of the executive committee a special meeting shall also be called by the secretary.
  - **Sec. 6. Quorum:** \_\_\_\_\_ members of the executive committee shall constitute a quorum.

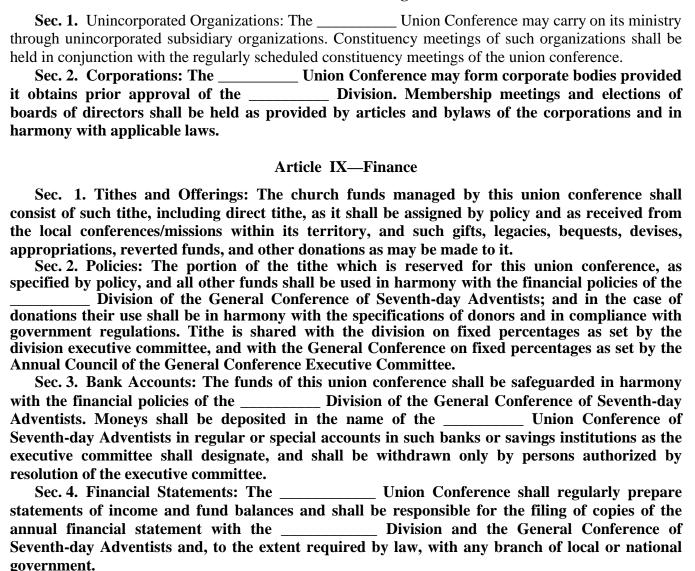
#### **Article VI—Officers**

- Sec. 1. Executive Officers: The executive officers of this union conference shall be a president, a secretary, and a treasurer. The secretary and treasurer may be one individual known as the secretary-treasurer. It is the duty of these officers, in consultation with one another, to carry forward the work according to plans, policies, and programs voted by the constituency and/or the union executive committee. These plans, policies, and programs shall be in harmony with the doctrines and actions adopted and approved by the General Conference of Seventh-day Adventists in its quinquennial sessions.
- a. President: The president, who shall be an ordained minister of experience, is the first officer and shall report to the executive committee of the union conference in consultation with the secretary and the treasurer. He shall act as chairman of constituency meetings and the executive committee and serve in the general interests of the union conference as the constituency and the executive committee shall determine. In his leadership he shall adhere to the policies of the \_\_\_\_\_\_\_ Division and of the General Conference of Seventh-day Adventists, work in harmony with the \_\_\_\_\_\_ Division executive committee, and in close counsel with the division officers.
- b. Secretary: The secretary, associated with the president as an executive officer, shall serve under the direction of the executive committee and shall act as vice-chairperson of the executive committee. The secretary shall report to the executive committee of the union conference after consultation with the president. It shall be the duty of the secretary to keep the minutes of the union conference constituency meetings and of the executive committee meetings; to furnish copies of these minutes to all members of the executive committee and to the division officers. The secretary shall also be responsible for providing information as may be requested by the president or by the executive committee; and shall perform such other duties as usually pertain to the office.
- c. Treasurer: The treasurer, associated with the president as an executive officer, shall serve under the direction of the executive committee. The treasurer shall report to the executive committee of the union conference after consultation with the president. The treasurer shall be responsible for providing financial leadership to the organization which will include, but shall not be limited to, receiving, safeguarding and disbursing all funds in harmony with the actions of the executive committee, for remitting all required funds to the division/General Conference in harmony with the \_\_\_\_\_\_\_ Division policy, and for providing financial information to the president and to the executive committee. The treasurer shall also be responsible for furnishing copies of the financial statements to the \_\_\_\_\_\_ Division officers.
- **Sec. 2.** Other Officers: Other individuals may serve as officers of the union conference, such as vice president, associate secretary, and associate treasurer.

# Article VII—Directors of Departments/Associations/Services

- Sec. 1. Advisory Role: The directors of departments/associations/services of this union conference shall work under the direction of the executive committee of the union conference and the president and shall serve in an advisory relationship to the field.
- **Sec. 2.** Departments/Services Structure: Union conference departments/services shall be organized in harmony with the departmental/service structure of the General Conference, but shall not necessarily duplicate the departments/services in the division or the General Conference.

#### **Article VIII—Other Organizations**



## Article X—Budget, Salary Review, and Audit

- Sec. 1. Budget: The \_\_\_\_\_\_ Union Conference shall prepare an annual budget in harmony with the policies of the \_\_\_\_\_ Division of the General Conference of Seventh-day Adventists.
- **Sec. 2. Salary and Expense Review:** The executive committee shall constitute an employee remuneration committee to review annually the salary and expense of all the employees of this union conference and set salary rates for the subsequent year.
- Sec. 3. Independent Audit: All accounting records of this union conference shall be audited at least annually by an auditor designated by the General Conference Auditing Service; and the records of this union conference or any of its subsidiaries, agencies, or institutions shall at all times be open to said auditor.

#### **Article XI—Indemnification**

- **Sec. 1.** To the extent permitted by law, this union conference shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, because he/she is or was a member of the union conference executive committee or an officer, employee, or agent of the union conference against expenses (including legal fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him/her in connection with such action, suit, or proceeding if he/she acted in good faith and in a manner he/she reasonably believed to be in or not opposed to the best interest of the union conference, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his/her conduct was unlawful.
- **Sec. 2.** This right of indemnification shall be in addition to, and not exclusive of, all other rights to which such member of the executive committee, officer or department director may be entitled.

(Note: This right of indemnification may be expanded or contracted as allowed under local law and as adopted by the constituents.)

#### **Article XII—Amendments**

Amendment, Revision and Repeal: The bylaws of this union conference which are essential to the unity of the Church worldwide, and are designated in bold print shall be amended or revised from time to time in order to comply with changes to the Model Union Conference Constitution and Bylaws as voted by the General Conference Executive Committee in its annual meetings. Such amendments or revisions shall be approved by a two-thirds majority vote of the delegates present and voting at any duly called constituency meeting of the union conference. Other sections of the bylaws may be amended, revised, or repealed, in like manner, provided such changes are in harmony with the spirit of the Model Union Conference Constitution and Bylaws, and have been processed through the union conference executive committee. Notice of any proposed changes to the Constitution and Bylaws of this union conference shall be given specifically in conjunction with the publication of notice for the session.

The constituency or the union conference executive committee may recommend to the General Conference through the \_\_\_\_\_\_ Division of the General Conference of Seventh-day Adventists amendments to the Model Union Conference Constitution and Bylaws.

## CONSTITUENCY MEETINGS

One of the union secretary's most demanding challenges is preparation for the union conference's quinquennial session and such special sessions that may be called. While no list could possibly be complete, the following items under Pre-Session Planning does cover those most critical areas of preparation. (Some of the list may not be applicable to special sessions.)

The regular meeting of the constituency and delegates representing the union is held quinquennially. It is the time when the organization convenes to express the collective thinking and planning of the union. It is at this meeting that the election of the executive officers, vice presidents, the directors of various departments, and the executive committee of the union conference takes place. Special sessions may be called by the executive committee.

The following areas of responsibility in connection with union constituency sessions are assigned to the Office of the Secretariat:

**Pre-Session Planning**—In consultation with the union officers and staff, the following session plans and preparations are necessary:

- 1. Coordination of date with North American Division officers
- 2. Site selection—location, accommodations, physical arrangements, rental rates
- 3. Map of and direction to meeting location
- 4. Calculation of size of conference delegations
- 5. Knowledge of constitutional provisions for the makeup of the functioning committees
- 6. Session Planning Guide
  - a. Session Planning Committee including subcommittees
  - b. Executive Management
  - c. Secretariat Services
    - 1) Communication and Audio Visual
    - 2) Program and Platform
    - 3) Data Management and Technical Services
    - 4) Budget and Finance
    - 5) Seating and Ushering
    - 6) Security and Parking
    - 7) Music
- 7. Agenda and Working agenda
- 8. Ballot and ballot counters
- 9. Breakout rooms for conference caucuses and standing committees
- 10. Committee worksheets
- 11. Constitutional guidelines, list of incumbents, relevant
- 12. Delegation standards
- 13. Exhibits
- 14. First aid/medical staff
- 15. List of committee members from previous session
- 16. Lunch

- 17. Message delivery system
- 18. Minutes preparation and distribution
- 19. Parliamentarian selection
- 20. Participants
- 21. Public address system
- 22. Recording of proceedings—audio/video
- 23. Recording secretary(s)
- 24. Registration—personnel, materials, process
- 25. Seating arrangement
- 26. Session legal notices
- 27. Session logo
- 28. Session report—written/visual
- 29. Session theme/devotional speaker(s) meetings
- 30. Statistical data
- 31. Time of organizing/nominating committee

**Organizing Committee**—The Office of the Secretariat is responsible for providing a workbook with instructions to be used by the chair and members of the Session Organizing Committee.

**Nominating Committee**—The Office of the Secretariat is responsible for providing a workbook with instructions to be used by the chair and members of the Session Nominating Committee.

**Officers' Meetings**—The recording of minutes of officers and staff meetings held in connection with the Session is a function of the Secretariat. Responsibility for serving as secretary for each meeting is assigned, as is also that of a recording secretary.

**Delegate Kit**—In advance of the Session a delegate kit consisting of the delegate badge, session program booklet, instructional and promotional material, etc, is prepared for each delegate.

#### **Direct Involvement of Union Secretary**

- 1. Read official call
- 2. Count delegates, seat delegates, recognize special delegates
- 3. Chair session in absence of president
- 4. Coordinate departmental reports

**Debriefing Session**—It is very important after the constituency meeting is over that the officers and staff schedule a debriefing session to review the process and determine how well the objectives were met, what was done well, and what improvements can be made to the process.

## **STATISTICS**

The local conference secretary is responsible for gathering statistics from the local churches (*Local Church Statistical Report A-700*), combining these in order to prepare the *Local Conference Statistical Report B-700*, which is submitted to the union conference on a quarterly basis. Each year, the

local conference secretary submits the "Year-End Report" (*Form S-5s*) to the union conference, providing statistics related to church properties, Sabbath schools, elementary schools, and denominational employees classified by credential/license and type of employment.

The union secretary, on a quarterly (*C-700/specially designed Excel spreadsheet*) and an annual basis (*Form S-5s*), gathers certain local and union conference statistics that are compiled and forwarded to the North American Division by the 25th day following the close of the quarter to become a part of the statistical reports published by the Division and General Conference.

The union secretary is also encouraged to provide periodic summaries of these statistics to union officers, executive committee, office staff, local conference leaders, and constituency. These summaries can give interpretation and analysis as to the trends indicated by the figures.

When a conference secretary is elected for the first time, the union secretary should brief the new officer on these reporting responsibilities and provide training as needed.

There are deadlines to be met in submitting these reports. It is important that the union secretary urge the conferences to be timely in getting their information to the union office and that local conference secretaries meet these deadlines. The union secretary should model this behavior by submitting his/her reports within the allotted time provided the union in the reporting schedule.

## CREDENTIALS AND LICENSES

The office of secretariat, on the action of the Union Executive Committee prepares and issues credentials and licenses for employees of unions, and union institutions within its territory, including publishing personnel where applicable. Honorary Credentials are issued by the each union conference to retired denominational employees in its union. In carrying out this responsibility, it is important to follow the provision outlined in the *NAD Working Policy*.

## ROLE OF WORKING POLICY

## **B 15 General Conference** *Working Policy*

B 15 05 Authoritative Administrative Voice of the Church—The General Conference *Working Policy* contains the Constitution and Bylaws of the General Conference, the Mission Statement, and the accumulated policies adopted by General Conference Sessions and Annual Councils of the General Conference Committee. It is, therefore, the authoritative voice of the Church in all matters pertaining to the mission and to the administration of the work of the Seventh-day Adventist denomination in all parts of the world. The North American Division has developed its own working policy which is based on and is in harmony with the General Conference *Working Policy*.

## **B 16 North American Division** Working Policy

**B 16 05 Authoritative Administrative Voice of the Church**—The North American Division Working Policy contains the Constitution and Bylaws of the General Conference and the accumulated

policies adopted by General Conference Sessions and Year-end meetings of the North American Division. It is, therefore, the authoritative voice of the Church in all matters pertaining to the mission and to the administration of the work of the Seventh-day Adventist denomination in the territory of the North American Division.

- B 16 10 Adherence to Policy Required—The North American Division Working Policy shall be strictly adhered to by all organizations in every part of the division. The work in every organization shall be administered in full harmony with the policies of the division. No departure from these policies shall be made without prior approval from the North American Division Committee except as stated below. The division committee is the authorized body which acts for the General Conference Executive Committee in the North American Division. All conference, mission, and institutional administrators and all committee/board members shall adhere to and cooperate in maintaining these policies as they affect the work in their respective organizations. Only thus can a spirit of close cooperation and unity be maintained in the work of the Church in all parts of the division. In the event laws or changes in the laws governing a country seem to render compliance with denominational policies a violation of the law, the organization shall act in harmony with the law, provided:
- 1. Counsel has been sought from the General Conference, and it is established that denominational policies do indeed violate the law.
  - 2. Compliance with the law does not constitute a violation of scriptural principles.
- **B 16 15 Officers—Administrators to Work in Harmony With Policy**—Officers and administrators are expected to work in harmony with the North American Division *Working Policy*. Those who show inability or unwillingness to administer their work in harmony with policy should not be continued in executive leadership by their respective constituencies or governing boards/committees.
- **B 16 20 Availability of** *Working Policy*—Officers and executive committee/board members of all organizations shall be informed of the function, authority and availability of the North American Division *Working Policy*. Organizations shall make copies available to officers and committee/board members.

## **CHURCH POLICIES**

The union secretary is to be an interpreter and guardian of church policies. In addition to being familiar with policies adopted by higher bodies of the church, the union secretary is responsible for the development of a union policy book. This book should be made available to all employees and members of the executive committee.

In order to assist local conferences in adhering to overall church policy, the union secretary should require all local fields to send copies of their executive committee minutes to the union secretary. These minutes should be reviewed to see if actions taken are in harmony with church policy.

## EMPLOYEE SERVICE REQUESTS AND TRANSFERS

The transfers of all employees between conferences, retirements and internship applications are processed by the union secretary from the local conferences in the union territory to the North American Division and from the North American Division back through the union office to the local conference secretary. Some matters that must be handled are:

Division status

Independent transfer

Inter-union calls

Intra-union calls

Medical and FMLA leaves (In some unions this may be handled by the treasury department, Human Resource Services, or the person designated as office manager.)

Retirement applications <a href="https://www.nadadventist.org/ret/">www.nadadventist.org/ret/</a>

Requests for North American Division and General Conference services internship applications (properly signed and forwarded).

Requests for union and local conference personnel to serve outside the North American Division territory.

## SCHEDULING

It is helpful if the union secretary, in conjunction with the president's office, prepares a calendar of events. This document incorporates all of the major appointments and meetings of the upcoming year. Some events that should be included are:

Administrators' council

Authorized meetings involving union personnel

Camp meetings

Certain General Conference meetings that are relevant to the union

College board of trustees meetings

Conference regular or special constituencies

Events that might have the President or other key union personnel out of the office for

long periods of time

Health care meetings

HHES or FHES Board

K-12 Board

Local conference executive committee meetings

Local conference workers (employees) meetings

North American Division Year-end meetings

Presidents' councils

**Retirement Seminars** 

Union executive committee meetings

Union wide spiritual and professional events

It is important to be patient in developing the calendar. It will go through several revisions. Calendars for the new year should be in the hands of union staff and local conference leadership by December 1 of each year.

## YEARBOOK PREPARATION

The union secretary gathers and consolidates from the union and the local conferences, (including their institutions) all the necessary information that the General Conference requires for updating the *Seventh-day Adventist Yearbook*, which is published annually.

When the General Conference Office of Archives and Statistics mails out the previous year's printouts, detailed instructions are included. They outline what information is to be supplied, what steps to follow, and the proper style to be followed in preparing the material.

## STRATEGIC PLANNING

Committees function best and organizations are most likely to accomplish their objectives when strategic planning precedes meetings, and before decisions are reached or projects launched. The secretary can be of service to the president in the planning process by being prepared to provide:

- Data trends/graphic summaries
- Demographics
- Evaluations
- Position papers
- Research
- Reports
- Short/long-range projections
- Statistical analysis

Most union staffs have learned to plan as a team and, therefore, the job of the secretary is often one of assisting the president in assigning the tasks of individuals. It is important that the secretary have an appreciation for, and understanding of the strategic planning process.

## APPENDIX

The following is a sample of example documents to assist the union secretary in becoming familiar with his/her task. They are designed to correspond with the order of the table of contents at the beginning of this document and are listed here again for convenience.

1.	Form # S-101	Service Record (Ordered from Review and Herald Publishing Association
2.a	S-241	Call Notification (Can duplicate this GC/NAD form)
b	NADIT—001-4	Request for Services of NAD, General Conference (Can be ordered from Carolyn R Forrest, NAD Associate Secretary

c	GCIT—002	Accident & Sickness Insurance Protection for Volunteers form/brochure (Can be ordered from ARM Field Services)
3.a		Application Blank/Biographical Information (This may be handled by a Human Resource Director or Treasurer)
b		Vacation forms for staff
4.		NAD Personnel Changes (forms are ordered from NAD Secretariat and returned to Secretariat when completed)
5.		Emeritus/Honorary Credentials
6.		Independent Transfer Forms and supporting material
7.		Sample Page of Yearly Calendar
8.		Retirement Plan Application See website: <a href="www.nadadventist.org/ret/">www.nadadventist.org/ret/</a>
9.a		Intern Subsidy Request
b	S-231	Ministerial Scholarship Application
c	S-233	Ministers and Clergymen from Other Denominations
d	S-231A	Bible Instructor Form
10.		Model Secretariat Evaluation Worksheet
11.		NAD Statistical Reports - all forms ordered no charge from NAD Secretariat - Fax number (301-680-6464 - no phone calls please)
a	stats\ordform.rpt	Order Form for NAD Reporting Forms, including Spanish or French
b	A 200 - A 700	Local Church reporting forms
c	В 700	Local Conference Statistical Report <i>received</i> by the Union - a recap of A 200-A 700)
e	S-5s	Year-end Report ofUnion, Conference, NAD/Institution (Denominational Workers Classified by Type of Employment)

## **Model Secretariat Self Evaluation Worksheet**

Name	e of organization: Dat	te:				
				T		
		Not done (1)	Very poor (2)	Fair (3)	Very good (4)	Outstand ing (5)
I.	EXECUTIVE COMMITTEE BUSINESS  A. Procedure for Developing the Agenda:					
1.	Gathering procedure of agenda items					
2.	Back-up material for each item					
3.	Officer approval					
4.	Sample agenda					
	B. Preparation of Minutes:		<u> </u>			
1.	Acceptable format, written properly					
2.	Consistent captions					
3.	Well-bound - official copy is designated and signed by two officers					
4.	Cross-referenced index of minutes					
5.	Approval for correction by officers					
6.	All committee members receive minutes regularly					
	C. Session Planning:					
1.	Set time and location, notification to delegates					
2.	Establish Session Planning Committee(s) & Guide					
3.	Agenda/Program for Session					
4.	Reports/Handouts/Work Sheets prepared					
5.	Pre-session Committees					
6.	Legal Notices/Review of Constitution/Bylaws & Association					

		Not done (1)	Very poor (2)	Fair (3)	Very good (4)	Outstand ing (5)
	TAL RECORDS RETENTION					
A. 1.	Service Records:  Accurate and up-to-date					
2.	Adequately stored					
۷.	Aucquatery stored					
B.	Conference Membership Records	1	1			1
1.	Membership for each church kept on list or card file					
2.	Membership records up-to-date					
3.	Adequately filed and stored					
4.	Adequate system for church membership transfer					
5.	Adequate procedure for Conference church membership transfer					
6.	Notification system of church membership death, apostasy, dismissal to Conference					
7.	Checking average attendance at Sabbath services					
8.	Progress on accurate church membership records					
C.	Other Records		_		_	
1.	Credentials and licenses up-to-date					
2.	Annual summary sheets for literature evangelists					
3.	Article of Incorporation for all legal bodies					
4.	Constitution and Bylaws of Conference/Mission					
5.	Conflict of Interest Statements					
6.	List of Conference standing and ad hoc committees, boards of institutions, with terms of reference/authority/members					
7.	Job description of Secretary's work					
8.	List of all Conference employees					
9.	List of names of Union and Conference officers and departmental workers					
10.	An updated directory of all churches and addresses					
11.	Wage review (audit) sheets with the official copy of the minutes					

	Not done	Very poor Fair (2)	Very good (4)	Outstand ing (5)
III. POLICY			/	
Conference policy book provided				
2. Employee Manual on hand, used and up-to-date				
3. Division policy book on hand, used and up-to-date				
4. Promptness to inform the field regarding the changes in policy		/		
<ul> <li>IV. REPORTS</li> <li>A. Statistical Reports:</li> <li>1. Procedures for gathering and preparing statistical reports (quarterly and</li> </ul>				
annually)				
2. Accuracy and promptness				
3. Statistical reports for last five years				
4. Report sent to union on time				
5. Percentage of statistical reports received from churches for last quarterly or annual reports				
6. Analyze statistics and reports for promotion				
B. Yearbook Materials:				
1. Adequately prepared				
2. Sent on time				
V. RECORDS MANAGEMENT				
1. Acquainted with the Record Management Manual				
2. Record Center, well-provided and functioning				
3. Record retention schedule				
4. Filing management, no breaks in vital records				
5. Procedure for sorting and retaining documents				
6. Procedure for transferring documents to the Record Center				
7. Storage in fireproof vault				

d	Very poor (2)	Fair (3)	Very good (4)	Outstand ing (5)
VI. TRAINING PROGRAM FOR CHURCH CLERKS				
Manual and training materials prepared				
2. Training schedule on yearly basis			·	
3. Regular district-wide church clerk seminars				
4. Auditing church record (membership) book annually				
VII. OTHERS				
Relationship with the fellow officers and departmental  personnel				
2. Relationship with the field workers and laypersons				
3. Follow up letters on committee actions, and loyalty to decisions				
4. Time allocated for secretary's responsibilities				
Total Points				
GRAND T	COTAL	L		
EVALUATION REVIEW/APPROVALS				
This evaluation has been discussed with the	Confer	ence Se	ecretar	riat.
Signature of Conference Secretariat  Date				
Signature of evaluator(s)Date				

## **RATING SCALE**

Total possible points on 64 items = 320



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## NORTH AMERICAN DIVISION 12501 Old Columbia Pike, Silver Spring, MD 20904-6600 USA Tel: (301) 680-6459 FAX: (301) 680-6464

## CALL NOTIFICATION

☐ Call to/from General Conference ☐ Call to/from GC Institution ☐ Call to Permanently Returned Missionary

Present Employment:  Employment to Which Called: Position: Location:  Date Employee is Wanted in New Position:  Clearance Secured: From Official of Present Employing Organization
Employment to Which Called:  Position:  Location:  Date Employee is Wanted in New Position:  Clearance Secured:
Position:  Location:  Date Employee is Wanted in New Position:  Clearance Secured:
Position:  Location:  Date Employee is Wanted in New Position:  Clearance Secured:
Position:  Location:  Date Employee is Wanted in New Position:  Clearance Secured:
Position:  Location:  Date Employee is Wanted in New Position:  Clearance Secured:
Date Employee is Wanted in New Position:  Clearance Secured:
Date Employee is Wanted in New Position:  Clearance Secured:
Date Employee is Wanted in New Position:  Clearance Secured:
Clearance Secured:
Clearance Secured:
Clearance Secured: From Official of Present Employing Organization
From Official of Present Employing Organization
By Official of Calling Organization
-, sinds of saming organization
Comments:
Signature of President/Secretary of
Committee/Board of Employing Organization
Space below for use by GC/NAD Secretariat
Action Taken by:
[ ] NADCOA [ ] NADCOM [ ] ADCOM [ ] GCC
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Date:
Copies Sent To:
Signature of Secretary



## Request for

# NORTH AMERICAN DIVISION PERSONNEL & E-MAIL ADDRESS CHANGES

Phone Call to		(301) 680-6459					
		(301) 680-6464					
	E-man:	Keri.Lindemann@nad.adv	enust.org				
CATEGORIE	CS .						
	ficers, Confe s, Academy Pr	rence Officers, Colleincipals)	ege				
NAME							
E-MAIL ADD	ORESS:						
NEW POSIT	ION						
EMPLOYER							
FORMER PO	OSITION						
FORMER EN	MPLOYER						
DATE							
Please return t	o:						
Secretary							
North Americ							
12501 Old Columbia Pike							
Silver Spring	MD 20904-6600						

Revised 03/13/06



# APPLICATION FOR DIVISION STATUS/INDEPENDENT TRANSFER TO THE NORTH AMERICAN DIVISION

#### Personal Data

1.	Nam	e Family Nam	e Given Names		Spouse Given	Names	i		Maiden Nam	ie
		Children			Date of Birth					
2.	Curre	ent Address Nui	mber Street				Apt. N	umber		
		City	/	S	tate		Zip Co	ode		
3.	Date	of Birth		Place of Birth						
	Date	of Marriage		Divorced			Dat <u>e</u>			
	Date	of entry to US/C	anada			_				
4.	Socia	al Security/Insura	ance #		US Citizen:	Yes	No	Canadian Citizer	<u>n</u> : Yes N	10
5.	First	Denomination E	mployer in NAD							
	Begii	nning Date of En	nployment in NAD							
6.	Curre	ent Employer								
	Curre	ent Position								
<u>Ed</u>	ucatio	nal Data								
7.	List y	our educational	achievements & degre	ees etc. Give name a	and address of sch	ool and	graduation	dates.		
	a.	Elementary								
	b.	Secondary								
	C.	College								
	d.	Other								
De	nom	inational Em	ployment Data p	prior to coming t	o North Amer	ican E	Division	(latest first)		
8.		Position	Employing Orga		Location		<u> </u>	Da <sup>r</sup>	tes	
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	-									
	-									
	-	Cianatura			Data			(N	May continue or	back)

9. EMPLOYER: SEND COPIES OF ORIGINAL SERVICE RECORD & EMPLOYEE ELIGIBILITY VERIFICATION FORM (I-9) TO:

NAD Secretariat North American Division 12501 Old Columbia Pike Silver Spring MD 20904-6600 USA

Telephone# 1 301/680-6459 FAX#: 1 301/680-6464

E-mail: Keri.Lindemann@nad.adventist.org.

S-251 030226at S-251APP.DOC

## **SECRETARY'S STATISTICAL REPORT -- ANNUAL**

Denominationally Employed Workers Classified by Type of Employment Organization Reporting:

														For Year:	
Type of Employment						ACT	IVE EMP	LOYE	ES						RETIRED
		GENERAL	. EMPLC	YEES				INSTI	<b>FUTIONA</b>	L EMPLO	OYEES			TOTAL	EMPLOYER
	Evangelistic and Pastoral Employees	Promotional, Office, and Miscellaneous	Primary School Teachers	Bible Instructors	Literature Evangelists	Worker Training Inst., and Secondary	Others in Educational Institutions	Food Industry Employ- ees	Hospital and Sanitarium Employees	Healthcare		Publishing House and Branch Employees	Other Institutions*	ACTIVE EMPLOY- EES	Honorary/ Emeritus Credentiale Employees
Ministerial Credential														0	
Commissioned Minister Credential														0	
Commissioned Ministry of Teaching Credential														0	
Administrative Ministries Credential														0	
Missionary Credential														0	
Ministerial License														0	
Commissioned Minister License														0	
Commissioned Ministry of Teaching License														0	
Administrative Ministries License														0	
Missionary License														0	ı
Literature Evangelist Credential and License														0	Credentialed Or
All Other Regular Employees														0	
TOTALS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	

\*Caution: For GC use only--Employees of Adventist Risk Management, Incorporate

See Page 4 for Instructions.

Do not use shaded boxes.

Form S-4sE

Answers to Your Questions About Retirement

Seventh-day Adventist Retirement Plan of the North American Division

Revised January, 2005

## **Answers to your Questions about Retirement**

This summary of the Seventh-day Adventist Retirement Plan of the North American Division, a defined benefit retirement plan, has been prepared to answer frequently asked questions. It is **NOT** intended to cover all features of the plan. It makes certain assumptions that may or may not be applicable. Additional questions should be referred to the Plan if you are a retiree, or your current or last denominational employer if not yet retired. "Z" or "X" indicators are applicable policy references.

Service Credit in this Plan was frozen for most employees at the end of 1999. A new defined contribution plan was started on January 1, 2000. Statements in this booklet regarding "Service Credit" refer to qualifying denominational service prior to the freeze of this Plan. The last section in this booklet explains how service after 1999 may impact your benefits in the frozen defined benefit plan.

In this booklet the term, "Participant" refers to an individual who has been employed by a participating employer in the Seventh-day Adventist Church in the North American Division, and is eligible to receive benefits from this Plan.

We have exercised diligence to be sure the information in this booklet is in harmony with various policies. However, should a discrepancy become apparent, the policy is the final authority.

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## Where To Get Help

If you are a denominational employee, your employer's human resources office is the place to get answers to questions. If you are a retiree, the following contacts may be helpful. Times are in the Eastern time zone.

#### Healthcare Issues

Healthcare Line: 1-800-447-5002 9-5 M-Th/9-12N Friday

e-mail: RetireeHealth@adventistrisk.org

Adventist Risk Management

P.O. Box 4088

Silver Spring MD 20914

### Benefits & Payroll

Adventist Retirement Plans

12501 Old Columbia Pike

Silver Spring MD 20904

Payroll Bulletin Board 1-888-838-8955 Announcement only

Benefits Distribution (Payroll)

1-301-680-6244 9-5 M-Th/9-12N Friday

General Queries 1-301-680-6249 9-5M-Th/9-12N Friday

Fax 1-301-680-6190

Website <a href="http://www.nadadventist.org/ret/">http://www.nadadventist.org/ret/</a>

Also, every retiree should be receiving a copy of the monthly newsletter, *Reflections*. Each month this newsletter provides pertinent information regarding benefits, tax issues, healthcare issues or other specific information. If you are NOT receiving *Reflections*, please call the general queries number above to confirm that we have the correct address for you.

#### **General Information**

## Q What is the purpose of the Retirement Plan?

A The benefits of the Retirement Plan are designed to provide retirement income based on service credit earned prior to January 1, 2000.

#### **Q** Who administers the Plan?

A The Retirement Plan is administered by the Retirement Plan office located in the North American Division of the General Conference of Seventh-day Adventist, Silver Spring, Maryland, and employees are admitted to the Plan by action of the Retirement Plan Committee.

## Q What is the source of funding? (Z 10 25)

A The Retirement Plan is funded by contributions from participating denominational organizations in Bermuda and the United States. Employees do not contribute personal funds to the Retirement Plan.

# Q Do the questions in the booklet also apply to service credit in the SDA Hospital Retirement Plan?

A Not in every case. Service credit was frozen in the SDA Hospital Retirement Plan as of December 31, 1991 and a defined contribution retirement plan was initiated in its place. Thus hospital service after that date is not covered in this booklet.

#### **Service Credit**

## Q How does an employee qualify for service credit? (Z 15 05)

A General eligibility requirements are:

- 1. 20 years of age (18 for service before 1981) or older
- 2. Employment by a participating denominational organization
- 3. Required number of hours (usually 1000) or months (usually 6 full time) during the year
- 4. Benefits are based on a maximum of 40 years of service credit

Other more specific requirements and exceptions apply in certain situations.

# Q Is there some service that does not qualify for service credit? (Z 15)

A Yes. Service of less than 1,000 hours or less than the equivalent of six months on a full-time salary basis during a particular calendar year is not recognized for service credit. Part-time service prior to January 1, 1981 does not count toward service credit. Service after December 31, 1999 does not count except in special circumstances.

## Q What is a break-in-service? (Z 15 05 6)

A A break-in-service occurs when an employee is not paid for more than 500 hours (or 3 months on a full-time salary basis) during a calendar year.

# Q Does this mean that an employee can work part-time without receiving service credit and yet not have a break-in-service? (Z 10 5 28 & Z 15 05 5)

A Yes. An employee who works less than 1,000 hours (or six months on a full-time salary basis) during a calendar year receives no service credit. However, as long as he/she is paid for more than one-quarter time (500+ hours or 3 months on a full-time salary basis) during the year, he/she will not incur a break-in-service for that particular year. Nevertheless, with only a few exceptions related to study leave, first year of employment or year of retirement, such a period of service (1-999 hours) will not count toward total service credit.

# Q How does a break-in-service affect an employee's eligibility? (Z 15 05 6)

- A If an employee who has less than 10 years of Service Credit has a break-in-service that exceeds his/her previous accrued service credit, previous service will be lost. Exceptions to this rule include:
  - 1. If the employee has accumulated 15 years of service credit before January 1, 1981, there is no break-in-service loss.
  - 2. If the employee was in full time service on October 1, 1979 and completes 15 years of service credit by the

- time he/she is admitted to the Retirement Plan there is no break-in-service loss.
- 3. If the employee accrues a total of at least 25 years of service credit, including the years lost due to breaks-in-service, the lost years are recovered.
- 4. Physicians, dentists and optometrists who have served at least three years as interdivision employees may add subsequent service credit without any penalty for breaks in service.

#### Q How is service recorded? (Z 15 10)

Service records are maintained for all denominational Employees. The current or most recent employer can provide a copy to employees on request. Each entry on the service record of an employee must be verified by an officer or the human resources director of the employing organization. This signature does not guarantee that such service will count toward eligibility for retirement benefits. It only verifies that the employee was employed during the period indicated. The service must also meet the criteria of the Retirement Plan policies. Final service credit validation is made by the Plan.

### Q Is service credit sometimes calculated differently for employees of educational institutions? (Z 15 15)

A Yes. An educational employee may be paid for the school year only with no work assignment for the summer months. In such a case, a full year of service credit is granted for each full school year. A half year is granted for each full semester.

### Q What requirements do literature evangelists have to meet in order to earn service credit? (Z 15 25)

A Regular literature evangelists are granted a full year of service credit for each calendar year that their records show a minimum of 1,680 hours (1,200 hours prior to 1981) and they submit the required weekly reports. If a literature evangelist completes 900 hours of service he/she is credited with 50% of a year of service credit, plus proportionate credit for hours between 900 and 1,680. Students who earn scholarships are

not eligible for service credit.

### Q Is it possible for self-employed commission salespersons to earn service credit? (Z 15 65)

A Salespersons working on a self-employment commission basis are not eligible for service credit.

### Q Does service credit for hospital employees count in the SDA Retirement Plan of the NAD? (Z 15 05 18)

A Prior to January 1, 1992, service credit in the SDA Hospital Retirement Plan counted toward vesting and minimum service requirements in this Plan.

#### Q Does service credit for employees participating in the SDA Retirement Plan for Canadian employees count in the SDA Retirement Plan of the NAD? (Z 15 05 18)

A Service through December 31, 2014 in the Canadian plan counts for vesting and minimum service requirements in this Plan, but the benefits for such service are paid by the Canadian Plan.

### **Q** Does Graduate Study Leave count towards retirement benefits?

- A Yes, if the following criteria are met:
  - 1. The degree is an MDiv, BD or doctoral.
  - 2. Return to or begin denominational employment within one year of degree award.
  - 3. The degree must actually be earned.
  - 4. The study leave is pre-2000.

Graduate Study Leave does NOT count towards vesting. An MDiv. counts for one year of service credit. A doctoral degree counts for up to two years of service credit.

#### **Eligibility**

### Q What are the requirements for eligibility for retirement benefits? (Z 20 05)

- A In order to be eligible for retirement benefits an employee must earn 10 full years of service credit. An employee who thus qualifies is vested. However, there are different rules for different retirement windows:
  - 1. An employee who retired from active service between January 1, 1981 and December 31, 1987 must have begun denominational service before attaining age 55 and must earn 10 full years of service credit before attaining the normal retirement age.
  - 2. Employees who terminated denominational service prior to January 1, 1981, must have 15 full years of service credit
  - 3. Employees who began denominational service after attaining age 55 do not receive service credit prior to January 1, 1988.
  - 4. Employees who were out of denominational service on January 1, 1981 and who had at least 10 years but less than 15 years of service credit must earn at least two additional years of service credit or the difference between actual service credit and 15 years, whichever is less, in order to be eligible for benefits.
  - 5. North American Division based interdivision employees who were interdivision employees on or after December 31, 1991 and have earned a minimum of 6 years of service credit as interdivision employees are considered vested. Pre-embarkation, furlough, and permanent return are all counted as interdivision service.

# Q What is the age requirement for eligibility? (Z 20 05)

A An employee's
Normal
Retirement Age
(NRA) is based on
a sliding scale
depending on the
year of birth.
These are not
intended to be
mandatory

retirement ages

Year of Birth	Normal Ret Age
1937 or earlier	65
1938	65 + 2 months
1939	65 + 4 months
1940	65 + 6 months
1941	65 + 8 months
1942	65 + 10 months
1943 - 1954	66
1955	66 + 2 months
1956	66 + 4 months
1957	66 + 6 months
1958	66 + 8 months
1959	66 + 10 months
1960 +	67

irrespective of health, ability, and opportunity for service, but should be understood as merely setting a minimum limit when age alone may be considered a determining factor. Those who are vested and terminated must begin receiving their retirement benefits by April 1 of the calendar year following the year they reach age  $70 \frac{1}{2}$ .

#### Q Is it possible to retire prior to my Normal Retirement Age?

Yes. As long as you meet vesting requirements, you may retire as early as age 59 ½. However, due to the Early Retirement Reduction policy, benefits will be reduced by .5% for each month an employee's age is less than the normal retirement age, or for each month service credit is less than 40 years, whichever yields the greatest monthly benefit. (Prior to 2005, early retirement required at least 35 years of service credit and age 62.)

### Q Is there a maximum age for beginning employment? (Z 15 05)

A Not after December 31, 1987. However, those who began service after attaining age 55 will not receive service credit

before January 1, 1988.

- Q If I withdraw from denominational employment prior to retirement, will I become eligible for retirement benefits? (Z 20 05)
- A Yes, if you meet vesting requirements. You will be eligible for benefits when you reach your normal retirement age, if you have 15 full years of service credit for service terminated prior to January 1, 1981, or 10 years of service credit for those who discontinue employment after 1980.

#### **Independent Transfers**

- Q If an employee transfers independently (without an official call via the General Conference) to the North American Division, how can he/she become eligible for retirement benefits from this plan? (Z 25)
- A transferee who was employed in the North American Division before January 1, 1978 may be eligible for retirement benefits from the North American Division, based on the total service in all divisions provided they earn 10 full years service credit in the NAD and if they did not have more than 30 years service credit at the time they transferred to the North American Division.

A transferee who was employed in the NAD between January 1, 1978 and December 31, 1987 and who entered denominational employment in North America after their fifty-fifth birthday is not eligible to earn North American Division service credit prior to January 1, 1988 even though he/she served in another division. The North American Division will pay benefits on North American Division service credit only.

A transferee who was employed in the NAD after December 31, 1991 is only eligible for NAD vested service credit actually earned as an employee of a NAD participating employer. Upon

Retirement, benefits will be paid by each plan in which the employee was vested.

Effective January 1, 2005, independently transferred employees will be eligible for full NAD service credit for service earned prior to the transfer if they meet the following eligibility:

- 1. The employee has worked for at least ten full years for an NAD participating employer by December 31, 2014.
- 2. The independent transfer occurred prior to 1/1/2000.
- 3. The employee was an employee of a participating organization on 12/31/1999.

Further, if such an employee met the above requirements and retired prior to 1/1/2005 but after 12/31/1999, he/she is eligible for a retroactive payment for qualifying pre-NAD years from retirement effective date to December 31, 2004.

#### **Applications**

- Q How does an employee apply for retirement benefits? (Z 30 05)
- A Application forms are available from the administrative offices of participating employers. In a Union or Conference ask the executive secretary. In an institution, go to your human resources office.
- Q When should an application be made for retirement benefits?
- A Applications for retirement benefits should be initiated at least three months before benefits are to begin. A late application may result in late benefits.
- Q Where should vested non-employees apply for retirement benefits? (Z 30 05)
- A Qualified non-employees should apply with their last denominational employing organization.

#### **Benefits**

#### Q What is the basis of granting benefits? (Z 35)

- A The main factors that determine benefits amounts are the number of years of service credit, level of earnings and marital status.
- Q Where can a denominational employee get information regarding the monthly benefit rates which are currently in effect?
- A From the administrative or human resources office of his/her latest denominational employer.

#### Q On what date do retirement benefits begin? (Z 35 05)

A Retirement benefits may begin on the first day of the month in which the vested participant becomes age eligible, if full-time denominational employment has been discontinued. As a general rule no benefit shall be effective more than 12 months prior to the month in which the application is approved by the Retirement Plans Committee.

### Q Are all participants of the Retirement Plan granted the same benefits? (Z 35 05)

A No. The benefits differ depending on years of service credit earned, the level of earnings during the years of service, and whether the participant is eligible for a spouse allowance.

#### Q How are monthly benefits calculated? (Z 35 05)

A The following formula is used to calculate benefits:

Years of Service Credit x Benefit Rate Factor x Pension

Factor = Single Life Benefit.

The average of the 10 years during which the employee's Yearly Rate Factors were the highest will yield a Benefit Rate

Factor of between .80% and 1.60%. This factor multiplied by the years of service credit (maximum of 40) determines the percentage of the current denominational pension factor that will be paid for a Single Life Annuity. Yearly Rate Factors from the Yearly Rate Factor Table following the examples below are recorded on the service record.

Example: Juan Escobar has been a pastor for the Adventist Church. His ten highest years of pay were at 150% of the remuneration factor, yielding a Benefit Rate Factor of 1.30%. In his year of retirement, the Pension Factor was \$2,026. The example gives benefits for a range of years of service credit under this Plan.

Years of Service	Single Life	Spouse Allowance	SLA + SA	J&S + SA
Credit	Annuity			
5	\$0.00	\$0.00	\$0.00	\$0.00
10	\$263.38	\$0.00	\$263.38	\$237.04
15	\$395.07	\$0.00	\$395.07	\$355.56
20	\$526.76	\$131.69	\$658.45	\$605.77
30	\$790.14	\$296.30	\$1,086.44	\$1,007.43
40	\$1,053.52	\$526.76	\$1,580.28	\$1,474.93

#### Example Notes:

Single Life Annuity: Years x Benefit Rate Factor x Pension Factor = Single Life Annuity, or Years x .013 x

\$2026= SLA. Requires 10 years to vest. This is the benefit provided to a single retiree or a married retiree who waives the Joint & Survivor benefit.

Spouse Allowance:

Years x SLA x .0125. Requires a minimum of 20 years for eligibility. Also requires marriage to spouse for at least one year prior to retirement. Any employer provided retirement benefits (other than SS) are subtracted from the Spouse Allowance. May be proportionalized for employees retiring after plan freeze in 1999.

SLA + SA

Single Life plus Spouse Allowance. This is the monthly benefit provided for an employee who waives the Joint & Survivor benefit, providing no survivor, healthcare or death benefits to his/her spouse, and is eligible for a Spouse Allowance.

J&S + SA

Single Life x 90% plus Spouse Allowance. (Assumes spouse is within five years of age of retiree.) This is the monthly benefit provided for an employee who accepts the Joint & Survivor benefit and is eligible for Spouse Allowance.

#### **Q** Are the benefits taxable?

A Monthly retirement benefits that are received from the Retirement Plan are taxable income. However, retirement benefits are not subject to Social Security tax. The one-time Retirement Allowance granted by this Plan is also subject to income tax but not Social Security tax. Retirement benefits paid directly by the employer to the employee are fully taxable.

# Q Are retired ministers eligible for housing allowance exclusion or parsonage allowance exclusion for income tax purposes?

A Yes. Monthly church provided pension income for retired ministers is considered as eligible for housing allowance

exclusion. Annual instructions are sent to retired ministers assisting them in supporting this tax status.

### Q Is the spouse of an employee eligible for retirement benefits? (Z 20 25, 30, 35)

A There are several ways whereby a non-employee spouse may receive benefits from the Retirement Plan, usually upon the death of the participant.

#### Joint and Survivor Annuity:

When a Joint & Survivor retiree passes away, the spouse will be eligible to receive one-half of the Joint and Survivor Annuity as a survivor benefit, if that spouse was married to the employee for at least one year prior to his/her retirement. If the retiree's spouse dies first, the J&S benefits remain the same

#### Spouse Allowance:

Upon the death of a retiree, the spouse is eligible to receive a proportionate share of any spouse allowance being received by the participant based upon the number of the participant's years of service during which they were married, provide they were married during at least 10 years of the participant's service and the spouse is not receiving his/her own employer-funded pension.

#### Early Survivor Benefits:

If an active employee dies at a time when he/she could have retired and begun to receive early retirement benefits, and is survived by a spouse to whom he/she had been married for at least one year immediately preceding his/her death, the spouse is eligible for a surviving spouse early survivor benefit. This benefit equals the monthly amount which he/she would have received if the employee had been receiving a Joint & Survivor retirement benefit at the time of death, as well as any Spouse Allowance for which he/she might have qualified.

Yearly Rate Factor Table					
Remuneration	Yearly Rate	Remuneration	Yearly Rate		
Percentage	Factors	Percentage	Factors		
165% +	1.60%	123	1.12		
164	1.58	122, 121	1 .11		
163	1.56	120	1.10		
162	1.54	119, 118	1.09		
161	1.52	117	1.08		
160	1.50	116, 115	1.07		
159	1.48	114	1.06		
158	1.46	113, 112	1.05		
157	1.44	111	1.04		
156	1.42	110, 109	1.03		
155	1.40	108	1.02		
154	1.38	107, 106	1.01		
153	1.36	105	1.00		
152	1.34	104, 103	.99		
151	1.32	102	.98		
150	1.30	101, 100	.97		
149, 148	1.29	99	.96		
147	1.28	98, 97	.95		
146, 145	1.27	96	.94		
144	1.26	95, 94	.93		
143, 142	1.25	93	.92		
141	1.24	92, 91	.91		
140, 139	1.23	90	.90		
138	1.22	89, 88	.89		
137, 136	1.21	87	.88		
135	1.20	86, 85	.87		
134, 133	1.19	84	.86		
132	1.18	83, 82	.85		
131, 130	1.17	81	.84		
129	1.16	80, 79	.83		
128, 127	1.15	78	.82		
126	1.14	77, 76	.81		
125,124	1.13	75	.80		

#### Early Survivor Benefits:

If an active employee dies at a time when he/she could have retired and begun to receive early retirement benefits, and is survived by a spouse to whom he/she had been married for at least one year immediately preceding his/her death, the spouse is eligible for a surviving spouse early survivor benefit. This benefit equals the monthly amount which he/she would have received if the employee had been receiving a Joint & Survivor retirement benefit at the time of death, as well as any Spouse Allowance for which he/she might have qualified.

#### **Surviving Spouse Benefit:**

If an active employee dies prior to eligibility for any retirement benefits, the spouse will be eligible to receive survivor benefits calculated at the Joint and Survivor Annuity and any Spouse Allowance applicable when he/she reaches his/her normal retirement age, provided (a) the spouse had shared at least 15 years of his/her service credit, or (b) the spouse had at least

10 years of shared service credit and is able to qualify for a retirement benefit on his/her own service, or (c) the spouse had shared at least 10 years of service credit and was over 55 years of age at the time the employee died while in denominational service.

#### Early Reduced Survivor Benefits:

Spouses who are less than normal retirement age but who otherwise qualify and are at least 55 years of age at the time of the employee's or participant's death, but who have not been employed on a regular basis and do not have suitable employment skills, may be granted early reduced survivor benefits. The reduction shall be 1% of the benefits for the rest of their lives for each full year that their age is below 60. This reduction shall apply to both the Joint and Survivor Benefit and the Spouse Allowance.

#### **Special Situations:**

Special rules govern situations where a surviving spouse was married to more than one employee and has been earning his/her own service credit.

#### Surviving Spouse Temporary Benefit:

If a full-time employee is survived by a spouse to whom he/she had been married for the past full year, that spouse, if employed less than 20 hours per week, will be eligible to receive temporary benefits if he/she either has a dependent child less than 8 years of age and not yet in elementary school, or is engaged for a period of not more than 24 months in acquiring skills to enable such a spouse to find employment.

- Q Does this mean that surviving spouses are eligible to receive temporary benefits if they have small children? (Z 20 35)
- A Yes, but only if the spouse is employed less than 20 hours per week and only if the dependent child is less than 8 years of Age, has not yet begun elementary school and if the spouse remains unmarried. Upon failing to fulfill any of these requirements, temporary benefits cease.
- Q Is it true that any surviving spouse who has reached the age of 55 is eligible for retirement benefits? (Z 20 30)
- A No. Only if the spouse has been married to the employee for the full year prior to the employee's death and (a) if, at the time of his/her death, the employee was eligible for early retirement, or (b) the spouse is unemployed and does not have suitable employment skills and the requirements for shared service are met, or (c) the spouse is unemployed and has small children. (See previous question.)
- Q Are Survivor Benefits terminated if the surviving spouse remarries? (Z 20 35 Z 20 60 Z 20 65)
- A No. Survivor Benefits, with the exception of the temporary benefits such as dependent child tuition assistance and

healthcare coverage, will continue even though the surviving spouse remarries.

### Q Are employees or retirees eligible for assistance on moving expenses to their retirement home? (X 23 10)

A The Retirement Plan does not provide assistance on this expense. In some cases the employing organization does provide assistance. Your human resources office should be able to provide information on policy assisted moves.

### Q What is the Single Life Annuity and how does an employee apply for it? (Z 20 40)

A The Single Life Annuity provides retirement benefits to the participant only. At least 30 days prior to the retirement benefit starting date an employee may file a written election with the committee to have his/her retirement benefits paid in the form of a Single Life Annuity. The spouse, who must countersign the election form, will receive no survivor benefits, health care expense assistance or other benefits on the basis of the employee's service credit. Without such an election, benefits to a married retiree are processed at the Joint & Survivor rate

### Q What happens to a Single Life Annuity at the death of the retiree?

A The monthly benefit ceases immediately. No benefits are transferred to another family member.

#### Q What is a Joint and Survivor Annuity? (Z 20 15)

A Joint and Survivor Annuity is automatically provided to participants who have been married to their spouses for at least one year prior to admission to the Plan, unless there is a special election made for a Single Life Annuity. The Joint & Survivor benefit is usually 10% less than the Single Life Annuity, depending on the age difference of retiree and

spouse. That reduction in benefits pays for healthcare, death benefits and survivor benefits (if eligible) to be applied to the spouse, if the participant passes away before the spouse does.

### Q What happens to the J&S Annuity if the participant passes away before the spouse does?

- A The monthly J&S Annuity is cut in half and becomes a survivor benefit to the eligible spouse.
- Q What happens to the J&S Annuity if the eligible spouse passes away before the participant?
- A The J&S Annuity continues unchanged.
- Q What happens if the eligible spouse passes away, and the participant re-marries, and then the participant passes away? Does the new spouse receive survivor benefits?
- A No. Only the spouse who was married to the retiree for one full year prior to retirement is an eligible spouse. Re-marriage does not impute survivor benefits to a new spouse.

#### Q What is the Spouse Allowance? (Z 20 20)

- A The Spouse Allowance is a conditional benefit enhancement designed to give special assistance only to a participant whose spouse has a limited or no personal retirement plan. In order to be eligible for a Spouse Allowance, the participant must:
  - 1. Have at least 20 years of service credit, and
  - 2. Be married to a spouse to whom he/she has been married for the past full year

The spouse allowance, as calculated, will be reduced by any employer-provided retirement benefits to the spouse. The Spouse Allowance is NOT the same as the Joint & Survivor benefit. It cannot be "purchased."

#### Q How is the Spouse Allowance calculated? (Z 20 20)

A The Spouse Allowance is calculated using the following initial formula:

1.25% x Years of Service Credit x
Single Life Benefit = Unadjusted Spouse Allowance
The following adjustments will be applied to the Unadjusted Spouse Allowance:

- 1. The spouse allowance is reduced by any employer provided retirement benefits received by the spouse from his/her own employment other than Social Security benefits. A lump sum distribution shall be computed on the basis of a monthly annuity payable for life.
- 2. The spouse allowance is reduced by 1% for each full year above 5 that the participants age exceeds the spouse's age.
- 3. For employees eligible to retire after 12/31/1999 with service under the defined contribution plan, the allowance is proportionalized by calculating a theoretical full-career allowance and multiplying it by
- a fraction including total years of service credit as the denominator and pre-2000 service credit as the numerator.

### Q What happens to the Spouse Allowance upon the death of the participant?

A The Spouse Allowance is recalculated upon the death of the participant to reflect the proportion of the years of shared service compared with total years of participant service credit.

Example: Joe and Jean Green were married for 30 of his 40 years of Service credit. Jean had no benefits of her own. When they retired, Joe received a full, unreduced Spouse Allowance based on his years of Service Credit. Joe passed away before Jean did. Upon Joe's death, the Spouse Allowance was recalculated and multiplied by 30/40 to reflect that they shared 30 of his 40 years of service credit.

- Q What if an employee retires, and his/her spouse is still employed, and not receiving retirement benefits of his/her own. Is the participant eligible for Spouse Allowance?
- A Yes! But only until his/her spouse retires and becomes eligible for his/her own benefits. At that time the participant's unadjusted Spouse Allowance will be reduced or discontinued, depending on the amount of the spouse's benefits.

Example: Charlene retires after 40 years of working for the Denomination. Her husband, Charles works for the state educational system and decides to continue to work for another yea. Since Charles is not receiving retirement benefits, Charlene is temporarily eligible for full Spouse Allowance. In another year, Charles retires, and his pension exceeds the total amount of Charlene's Spouse Allowance. The Spouse Allowance is discontinued.

### Q Is a retiree eligible to continue to receive the Spouse Allowance if his/her spouse dies? (Z 20 20)

A No. The Spouse Allowance is continued for the month of Death and two months following. It is then discontinued.

### Q Can a Spouse Allowance be reinstated if the participant remarries? (Z 20 20)

A No. The Spouse Allowance is only provided to a participant who has been married to his/her spouse for at least one full year before being admitted to the Retirement Plan.

#### Q What is the 'Family Plan?'

A For participants whose benefits began before January 1, 1981, there was no Spouse Allowance. Instead there was a "Family Plan." Provision for the spouse of a participant was included in Family Plan benefits, but was not called 'Spouse Allowance.' While there are similarities in eligibility and benefits calculations, some special rules apply.

### Q Are extra benefits available for children? (X 45 15) (X 45 18)

A Through December 31, 1997, a parallel plan provided tuition assistance for the dependent children of retirees. Only employees who retired or were eligible to retire prior to January 1, 1998 continue to be eligible to receive this benefit for their dependent children.

The following eligibility criteria apply:

- 1. Retiree went directly from employment into retirement or died in denominational employment.
- 2. Retiree was eligible for tuition assistance from last employer.
- 3. Dependent child must be in a denominational educational institution.

The amount of the grant is 35% of tuition and other regular fees for day students and 70% for dormitory students based on 35 years of service credit. This grant is proportionately reduced for retirees with less than 35 years of service credit.

### Q Does a retiring employee receive a lump sum payment in addition to retirement benefits? (Z 40 10 & X 45 12)

- Yes. Employees who qualify for regular retirement benefits Α and who have earned the equivalent of at least half time service credit in each of the two years immediately preceding retirement will receive a Retirement Allowance from the Plan. For 40 years of service credit the allowance is equal to 5 months of basic remuneration. The allowance is proportionately reduced for service credit of less than 40 years. The Plan is required by the IRS to withhold 20% withholding taxes from payments made directly to the retiree. Up to 100% of the retirement allowance can be rolled over to an IRA or other tax sheltered annuity with no tax withholding. The requirement that employees go directly from active service into retirement in order to be eligible for a retirement allowance payable at the time regular retirement benefits begin may be waived if the following applies:
  - 1. Termination of active employment was no more than 36 months prior to being eligible to receive retirement

- benefits, and
- 2. Termination of active employment was at the written recommendation of the last employer, and approved by the Retirement Plan Committee, **or**
- 3. The termination of active employment was due to the transfer of the spouse to a different location or because of retirement of the spouse, **or**
- 4. The Retirement Plan Committee, because of exceptional circumstance, approves a request of the employing organization to waive the requirement that an employee go directly from active service into retirement.

The Retirement Allowance based on service after December 31, 1999 is paid by the employer directly to the employee and is not eligible for direct rollover.

Example: Joe Smith works for the church for 40 years and retires on December 31, 2004. He thus has 5 years after December 31, 1999 and 35 years prior. Joe is eligible to receive five months of basic remuneration upon retirement. 35/40 of that benefit will be paid by the Retirement Plan, and 5/40 by the employer.

### Q If a participant is divorced from his/her spouse is there any provision for an allocation of benefits? (Z 35 07)

A Often a divorce settlement will result in the issuance by the court of a Qualified Domestic Relations Order (QDRO). The Plan will follow the instructions of the court in reference to division of benefits. In cases where the courts have not made a determination of the ex-spouse's rights to retirement benefits, the Retirement Plan Committee is empowered to allocate the benefits between the two parties in harmony with approved guidelines.

### Q Does the Retirement Plan provide a Death Benefit? (X 45 17)

A Yes. Upon the death of a participant who has at least 10 years of service credit in the Church Plan, (and a participant's

spouse who was eligible for joint and survivor benefit) a death benefit is paid from a parallel plan to the surviving spouse, or if there is no surviving spouse, to the executor of the estate, or to the person who has undertaken responsibility for the funeral arrangements. The amount of the death benefit for a participant with 40 or more years of service credit is the full pension factor in effect. For those with less than 40 years the allowance is the pension factor multiplied by years of service credit divided by 40.

Example: Christopher and Christine Martin are both retired. Christine was a school teacher for 32 years. Christopher was not a denominational employee. When Christine retired, she chose the Joint & Survivor benefit. Upon Christopher's death, Christine receives a death benefit. The calculation formula is Service Credit/40 x Pension Factor, or  $32/40 \times 2026 = 1,620.80$  based on the factor in the year 2005. A few months later, Christine also dies. Her estate, or the person who cares for her funeral expenses will also receive a death benefit, using the same calculation and the Pension Factor in effect at the time of death.

- Q What if a child is caring for the funeral expenses instead of the spouse. Can the benefit be given to the child?
- A No. If there is a spouse, the Plan must grant the benefit to that spouse.
- Q Does the employee Accidental Death & Dismemberment policy, or life insurance policy continue upon my retirement?
- A Only if you converted those policies yourself upon retirement. These benefits are not provided by the Plan. If you do not arrange for a continuance yourself, these policies will lapse.
- Q Are the benefit rates ever adjusted to compensate for cost of living changes?
- A Yes, Historically benefits have been adjusted annually to compensate for inflation. Notice of such a cost of living adjustment is given in the *Reflections* newsletter.

#### Healthcare Assistance

### Q Is assistance provided by the Retirement Plan on health care expenses? (X 45 18)

A Participants who have at least 15 years of service credit in the Church Plan, their eligible spouses and dependent children, may be granted assistance on healthcare expenses. A separate policy and plan govern this assistance. As of January 1, 2003, health care assistance will NOT be provided for new retirees with less than 40 years of qualifying service credit until they meet the age qualification for Medicare, although limited healthcare assistance may be available for a pre-Medicare eligible spouse of a Medicare-eligible retiree.

### **Q** Does eligibility for Social Security affect retirement benefits?

A No, with one exception, see below. If a retiree is ineligible for Social Security benefits such as monthly benefits or healthcare assistance, the Plan does not replace the benefits. Neither does the plan reduce benefits for those who are eligible for Social Security benefits.

### Q Does the Plan assist a retiree in paying for Medicare Part B premiums?

A Yes. The Retirement Plan reimburses the participant and eligible spouse (see Joint & Survivor) for a portion of the regular Medicare Part B premium if the participant has 15 or more years of service credit in the Church Plan. A copy of the Medicare Health Insurance card must be submitted to the Retirement Office in order for the reimbursement to be included with the monthly benefits. As with most healthcare reimbursements, the Plan will only make reimbursements retroactive for up to one year.

A retiree who cannot become eligible for Social Security benefits should purchase both Medicare A and B Insurance, although part A premiums will not be reimbursed. Participants who do not enroll for this coverage are eligible for assistance only on health care expenses that would not have been covered by Medicare.

### Q From which organization does the participant receive his/her health care benefits? (X 45 18)

A From Adventist Risk Management, P.O. Box 4088, 12501 Old Columbia Pike, Silver Spring, Maryland 20904. The Healthcare Line is 1 800 447 5002. Hours are 9-5, Monday through Thursday and 9-12 Noon on Friday, EST.

### **Q** Do years worked under the new Defined Contribution retirement plan count toward healthcare assistance?

A Yes. Effective January 1, 2005, all the years including years with the defined contribution plan count towards healthcare assistance.

#### **Post-Retirement Service**

- Q Is it possible for an employee to continue in the employment of the Seventh-day Adventist Church after being admitted to the Retirement Plan? (X 45 35)
- A Yes. Retirees may be employed by the church on a part-time basis without the loss of retirement benefits. Employment by a participating employer on a full-time basis renders the participant ineligible to receive benefits from the Plan. Benefits may be reinstated when the employee ceases full-time employment again. Employees who attained age seventy and one-half between January 1, 1988 and December 31, 1997 are eligible to receive retirement benefits, even if they are working full time for a participating employer. Note: The part-time limit

is only effective for retirees hired by a participating employer. There is no Plan limit for a retired employee who works for Wal-Mart, DuPont or an overseas Adventist employer. Further, the part-time limit is a time limit, not a dollar limit. An employer who simply pays a retiree less than full-time with a reasonable expectation of full-time employment is in

violation of this policy and possibly of state wage and hour laws.

#### Q Are ministerial credentials issued to retirees?

A Yes. Retired ministers who wish to receive Emeritus/Honorary credentials and have their name appear in the Seventh-day Adventist Yearbook should submit their request to the executive secretary of the conference in which they reside and maintain their church membership. Emeritus/Honorary credentials are issued by the Union Conference, not by the Plan

#### **Monthly Routine**

#### Q How and when are retirement benefits paid?

Most retirees receive their monthly benefits by direct deposit into a checking or savings account. A few receive their benefits by check. Both direct deposits and checks are released on or before the 27<sup>th</sup> of the month. If the 27<sup>th</sup> falls on a Saturday or Sunday, the benefits will usually be issued on the previous Friday. The Plan has a toll-free Payroll Bulletin Board phone line which announces the date of the payroll releases. Call (888) 838 8955.

#### Q What if I don't receive my benefit payments on time?

A If you have contacted your bank after the 27<sup>th</sup> and your deposit has not yet arrived, contact the Plan. If you receive a check for your benefits, please wait until the 15<sup>th</sup> of the following month to inform us of a missing check as most checks reach their destination by that time. Call 1 (301) 680-6244.

### **Q** Does the Plan withhold state and federal taxes from retirement benefits?

A The Plan does not withhold state taxes. If the benefits exceed certain thresholds in our payroll software, we withhold federal taxes and forward those funds to the IRS. The retiree can adjust a W-4P which instructs us regarding withholding for federal taxes. To request the form W-4P to give us such

instructions, call 1 (301) 680-6244, or download from <a href="http://www.nadadventist.org/ret/">http://www.nadadventist.org/ret/</a>.

### Q Is there provision to deduct tithe and donations from the monthly benefits?

A No. We do not deduct tithe or donations from the monthly benefits of participants.

### Q Should retired workers notify the Retirement Office when they change their address?

A Yes, when that change is permanent. Many retirees travel considerably in connection with vacations and visits to relatives. We cannot make temporary address changes. Our direct deposit system will ensure that your check is deposited in your account even in your absence. When you change the location of your regular residence please inform us in writing or by phone, or use the address change form at http://www.nadadventist.org/ret/ by the 10th of the month in which you wish the change to be effective.

#### Q How do I sign up for direct deposit?

A Mail to us a voided check from your account along with a signed note requesting direct deposit to this account. This should be a permanent check with your name and address printed on it. If your monthly benefits are to be deposited in a savings account rather than a checking account, call the Payroll office at (301) 680-6244 and we will send to you an ACH Authorization Agreement, or download the direct deposit authorization form at <a href="http://www.nadadventist.org/ret/">http://www.nadadventist.org/ret/</a>. You will need to return the completed form to us. Direct deposit takes 3-4 weeks to become effective once it is posted in the payroll system.

### Q If I am on direct deposit, how am I notified that the money has been sent?

A You can usually contact your bank and determine when the money has arrived. We do not send monthly notification. However, should your benefit amount change, you should

receive a letter explaining the change and the new retirement benefit amounts.

### Q Is it necessary to notify the retirement office if the participant or spouse dies? (Z 20 20 & 45 17)

A Yes. There are legal requirements that we must fulfill. There is usually a death benefit which can assist with funeral expenses. There may be benefits adjustments. A copy of the death certificate should be sent to the Plan as soon as possible. The fax number is (301) 680 6190.

### Q Should the retirement office be notified when there is a change in marital status? (Z 35 07)

A Yes. We are required to make certain benefits and records adjustments upon the change of marital status.

#### Effect of Service After 1999

Service credit in this Plan was frozen for most employees at the end of 1999. A new defined contribution plan was started on January 1, 2000. This section explains how service after 1999 may impact your benefits in the frozen defined benefit plan.

# Q If I do not have enough service credit in the frozen defined benefit plan at the time of the freeze, can I count service after 1999 toward vesting and other qualifying thresholds?

A Yes. While you do NOT earn additional pension benefits service credit by working after 1999, you can reach certain eligibility thresholds under the frozen retirement plan by post-freeze service. The following thresholds are limited in that only up to ten post-freeze years are counted, and they must be earned by 12/31/2014:

		Requirements
a.	Vesting for Montly benefits	10 years
b.	Death benefit	10 years
c.	Surviving spouse benefits	10-15 years
d.	Spouse Allowance	20 years

Post-freeze employment after 12/31/2014 (fifteen years after the freeze) will **not** count towards meeting minimal qualifying vesting thresholds under the pre-freeze plan, except for the following:.

a.	Healthcare Supplement	15 years
b.	Recovery of Lost Service Credit	25 years
	due to breaks in service	
c.	No Penalty Early Retirement	40 years
d.	Early Retirement Healthcare	40 years
	Earned Credit	,

#### Q Will retirement benefits earned prior to the year 2000 in the defined benefit plan be combined with benefits earned after 1999 in the defined contribution plan?

A No. They are separate plan types. The frozen Plan described in this booklet is a pension plan which provides a flow of funds until death of the retiree and eligible spouse. The new defined contribution plan described elsewhere accumulates a lump sum which can be converted to an annuity, cashed out or invested at the option of the retiree.

# Q Does anyone continue to earn service credit in the defined benefit plan after the freeze date of December 31, 1999? (Z 15 20)

A Yes. A few employees qualified for and chose to apply for the Career Completion Option. This is a plan which enabled employees to continue to earn up to a maximum of five additional years of service credit under the frozen plan. The window of opportunity for such an application closed on 12/31/99. The Career Completion Option window closed on 12/31/2004. After that, a CCO employee who continues to work is immediately eligible to participate in the Defined Contribution retirement plan for employer and employee contributions.

### Q Is there a 'safety net' to assist those who may be disadvantaged by the freeze of this Plan?

A Yes. For those eligible to receive benefits from this plan, upon retirement the Plan will calculate the monthly benefit of the frozen single life annuity, plus an estimate of what the employer-contributed account balance in the new plan would be if invested in the plan designated 'default' strategy, converted to a single-life annuity. This 'combined annuity' will then be compared with what the single life annuity would have been had the plan not been frozen. If the 'combined annuity' is less than the 'no-freeze annuity,' the Plan will top-up the single life annuity by the amount of the shortfall.

This Transitional Enhancement is designed to protect employees from possible reductions in the single life annuity benefits. It is not designed to replace the elimination of the spouse allowance for post-freeze service.

Example: Joe Bozinski retires at age 66, single, after 34 years of service with the church. Thirty of those years were under the frozen defined benefit era, and four years were after the freeze, under the defined contribution plan. Regardless of where Joe actually invested his defined contribution employer contributions, the plan estimates that employer contributions, including the Basic and the Match, if invested in the Moderate, Socially Screened model, would equal \$10,000. The following table shows how a Transitional Enhancement is calculated:

Split Benefits 30DB & 4DC Yrs	No Freeze 34 DB Yrs
\$749.58	\$849.52
\$67.00	
\$816.58	\$849.52
\$32.94	
\$849.52	\$849.52
	30DB & 4DC Yrs \$749.58 \$67.00 \$816.58

<sup>\*</sup>Estimated monthly annuity available from a lump sum of \$10,000.

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### **CHURCH PLAN**

SEVENTH-DAY ADVENTIST						APPLICATION									
		ETI						<b>51</b>	(Indicate o		ype of	Applicat	ion		
12		l Columl	for N	orth A	merica		20904-66	600	Regular	Benefits		Date of Application	Decembe	er 15, 2005	
					1 0				Survivor	Benefits		Date of Death			
Name							Gender		Date of I	Birth			NRA NRD		
Address	1					Phone #			Social Se	ecurity #			_!		
Address :							E CREDIT ( ETED BY E			RATE FAC	ГОR (BR	F) COMPUTA	TIONS TO	) BE	
City/Dun	o, 2.1p				SERVI	I CE CREDIT	,							Yearly	
Years	Church	Hospital	Canada	Years	Church	Hospital	Canada	Years	Church	Hospital	Canada	10 High Years	Remun %	Rate Factors	
1966				1981				1996							
1967				1982				1997							
1968				1983				1998							
1969				1984				1999							
1970				1985				2000							
1971				1986				2001							
1972				1987				2002							
1973				1988				2003							
1974				1989				2004							
1975				1990				2005							
1976				1991				2006					BRF:	0.00	
1977				1992				2007				SC Break	SC Breakdown		
1978				1993				2008				Church		0.00	
1979				1994				2009				Hospital		0.00	
1980				1995				2010				Canada		0.00	
Adjust				Adjust				Adjust							
Sub Total	0.00	0.00	0.00	Sub Total	0.00	0.00	0.00	Sub Total	0.00	0.00	0.00	Total SC		0.00	
Explanat	ory Notes:														
License of by Emplo		ıl Presently H	Held				Current M Single, Mar	Iarital Status ried, Divorce	s (Type one	e): , Widowed					
Has Emp Ceased?	loyment	Yes/No:		If Yes, date:		Type Reas	son Age, D	isability Ot	her (explaii	n):					
Cessation from Employment is Have yo				Have you Security fo	applied to Social For disability?  (Type Yes or No)  If Yes, date:										

SPOUSE INFORMATION (Required regardless of eligibility for Spouse Allowance or Joint & Survivor Annuity.)								
Name of Spouse	Date of Birth			te of rriage		SS #		
Is your spouse employed an average of 30 hours per week or more? Type Yes or N								
Single Life Benefit — I wish to waive the joint survivors benefit and elect the single life:  Type Yes or No:  If "Yes" both you and spouse must sign the waiver form.								
Is your spouse receiving benefits from SI	A Retirement Plan?	Type Y or N	Wil	ll spouse appl	y for SDA Ret	benefits later?	Type Yes or No:	
Spouse Allowance Application?  Requires 20+ years of service credit. Type Y(es) or N(o):	Is spouse receiving	g a pension now?  Type Y(es) or N(o):			eligible in the	future?	Type Yes or No: se's pension begins.	
Note: The spouse allowance is reduced to	y the amount of the spo	ouse's own employ	er pro	vided benefit	s other than so	ocial security.		
Organizations that are	or will be providing sp	ouse's pensions(s	)		Montl	nly Amount	Date Eligible	
Did spouse receive pension(s) in lump su	m distribution? (Y/N)	Date	Recei	ved		Amount Received		
DEPENDENT CHILD INFORMATIO	N (Required	d only if applying	for hea	lth care assist	tance, unmarrie	ed students below ag	e 19.)	
:								
Name	SS#	D	ate of I	Birth	Age	S	School Attending	
Remarks					Signature of Applicant			
Recommending action of Employing Org	nnization:							
Name of Organization					Signature of Officer Who Processed Application			
	Effective Date (should 1st of Month):							
Person to communicate with if Retiremer regarding applications.	Plan Office has question	ons			Phone #			
Recommendation of Local Conference (	For employees of local c	onference instituti	ons)					
Name of Local Conference						Date		
Remarks						Signature of Officer		
						Type Name:		
Recommendation of Union Conference (For employees of local conferences and union institutions)								
Name of Union Conference								
Remarks					Signature of Officer			

#### JOINT & SURVIVOR ANNUITY WAIVER

Participant's Name:	0
Spouse's Name:	0

- 1. We, the undersigned, understand that in signing this waiver, we are <u>permanently</u> <u>forfeiting</u> eligibility for the benefits listed in Number 2 below.
- 2. We, the undersigned, understand that the Joint & Survivor Annuity may provide the following benefits to the spouse of a participant of the Seventh-day Adventist Retirement Plan:
  - a. Health care expense assistance, which includes Medicare Part B premium reimbursement, and/or APS\* as long as the spouse lives.
  - b. Fifty percent of the participant's retirement benefits (excluding the spouse allowance) if the participant predeceases the spouse.
  - c. Funeral allowance at the death of the spouse based on church service only, except for participants eligible to retire before 01/01/1992.

# WARNING! IF YOU HAVE ANY QUESTIONS REGARDING THIS FORM PLEASE ASK FOR CLARIFICATION <u>BEFORE</u> SIGNING! THIS IS A PERMANENT ELECTION THAT CANNOT BE REVERSED!

Participant		
	(Signature)	(Date)
Spouse	(6:	(Data)
	(Signature)	(Date)
Witness	Officer of Employing Organization or Notary Public - Signature	(Date)

\* APS = Accrued Pension Supplement - see benefits worksheet.

Note: In accordance with policy (NAD Retirement Plan Z 20 40 and Hospital Retirement Plan Section 4.2), this written election must be filed at least 30 days prior to the retirement benefit starting date.

### RETIREMENT ALLOWANCE AUTHORIZATION

Retirement Pla	cated below, and authorize the an Contribution.			
Employee Name	0	SS#  Retire Date	0	
and Address	0	Retire ID#	• 0	
	0	Retire 1D#		
Retirement Allo	owance is based on 0.00	pre-2000 years of se	rvice credit.	
Pos	st-1999 RA is to be paid directly	by employing organiz	zation.	
Full time month benefits:	nly/hourly rate of remuneration of	n date eligible for		
	ement allowance: F/T Remuneration x 12.5% x pre-2000 YSC)	\$0.00	(See next page for tax deferral option.)	
	tion of the Retirement Allowar	nce is subject to chan	ge following review of	
Last Employing	GOrganization:	Authorizing Signatu	re:	
0				
O .		Date:		
the contribution	was called from another particip should be billed proportionately anization(s) below to share in the	, in accordance with 1		
	Health Systems employers apply nployee transfers from a church	0 1	, ,	
NOTE: Withholding tax of 20% will be deducted from the portion not paid in a direct rollover.				
SEE NEXT PAGE				

#### RETIREMENT ALLOWANCE ELECTION OF METHOD OF PAYMENT UNDER THE SEVENTH-DAY ADVENTIST RETIREMENT PLANS

I hereby elect the following method(s) of payment for my distribution(s) from the Seventh-day Adventist Retirement Plan – a qualified church defined benefit plan as described by the IRS to be a 401(a) plan:

( ) DIRECT ROLLOVER of (select one)  ( ) ALL of my Plan distribution ( ) \$ of my Plan distribution (\$500 or more), the balance to be paid directly to me				
Check (✓) Type of Plan:	TSAIRAOTHER			
	(Indicate Type of Plan)  Adventist Retirement Plan (VALIC - SDA403B - Rollover Form Required)			
Name of Plan:				
Account Number:				
Name and Address of Trustee or Custodian:				
REQUIRED FOR ALL ROLLOVERS: ONE OF THE FOLLOWING MUST BE PROVIDED WITH THE RA FORM (check appropriate box):				
□ Name of Contact Person <u>or</u> Departs				
<del>-</del>	Contact Person or Department: Plan where Retirement Allowance is to be sent that includes account to be mailed with R.A. check).			
•	ligible retirement plan is an individual retirement account or ablished in my name, or a qualified defined contribution ich accepts direct rollovers.			
( ) PAYMENT TO ME  ( ) ALL of my Plan dis  ( ) \$ of mover to the above accepted.	tribution  ny Plan distribution, the balance (\$500 or more) to be rolled			
	aid to me from the Plan, and <i>NOT</i> paid in a direct rollover, <u>% WITHHOLDING</u> for Federal Income Tax.			
Name:	0			
Signature:	Date:			

NOTE: If you elect a direct rollover, this entire area MUST be completed. Your direct rollover check will be issued with the information YOU provide here.

# **SOCIAL SECURITY ELECTION FORM (Alternate)**

0		0	
I understand I will not be eligible for Medicare based on my work as a minister. I have been informed that upon retirement my denominational health care assistance will be calculated as if I did have Medicare coverage normally provided for those in the Social Security program meaning that the denominational health care assistance from the denominational retirement plan will cover only expenses that would not normally be covered by Medicare.			
Signatures Witnessed By:		Signature of Minister	Date
Signature of Witness  Date  Signature of Spouse  Date  NOTE:  This form is to be completed by all ministers not having one of the standard Social Security Election Form (Ministers) attached to their service records.			
MEMO FROM EMPLOYING ORGANIZATION:  The minister referred to above has been informed regarding U.S. Social Security for ministers.			
Signature of Administrative Officer of Employing Organization Date			

Authorization Agreement for Direct Deposit			
Company Name:	General Conf	erence of Seventh-day Adventis	sts
Company ID Number:	52 - 2000393		
Part I. — Retiree Information			
Name	0		
Social Security #	0		
Signature			Date:
Part II. — Bank Information (Must be able to receive funds from the Federal Reserve System)			
Bank Routing Number	(9 Digits)		
Bank Account Number			
Type of Account (Check One)		☐ Checking	☐ Savings
Name & Mailing Addre	ss of Bank		
Bank Phone Number			
Return Form To: General Conference of Seventh-day Adventists ATTN: Retirement Payroll Office 12501 Old Columbia Pike Silver Spring MD 20904  Fax: (301) 680-6190			

Spouse Allowance Disclosure Form			
Participant's Name	0		
Spouse's Name	0		
separate Spouse Allowance component.	the participant's total monthly retirement benefits will include. That portion of the benefits will continue to the participant as lone emains the same as it is on the benefit effective date and the spous rided benefits of his/her own.		
	ility to provide written notification to the retirement office shoul or divorceor at such time as the non-participant spouse receive		

In the event of such personal changes, we understand that the Spouse Allowance component of the total monthly benefits will be adjusted according to policy and that any overpayments of the Spouse Allowance will be returned to the Retirement Fund either through direct payment or payroll deduction.

employer-provided benefits of his/her own.

Signature of <i>Participant</i>	Date
Signature of <i>Spouse</i>	Date
Signature of <i>Witness</i> (Officer of Employing Organization – <i>or</i> Notary Public)	Date

NOTE: If you have any questions regarding this form, please ask for clarification.

# **HEALTHCARE DISCLOSURE FORM**

Post-77 ITR Retirees Receiving NAD Retirement Benefits <u>PLUS</u>
Being Paid Retirement Benefits from NAD on Behalf of Home Division

Participant's Name	
Spouse's Name	
The NAD Retirement Office is contacting your home discupplemental Healthcare, Adventist Retirement Plan (SHA them to participate in sharing in the cost of the monthly Earned SHARP participation. If your division is unwilling to cover the Credit, then ALL of your healthcare coverage will be base in-patient percentages which are based on your combine service credit. This may require that paid medical received Adventist Risk Management, Inc. office for reimbursement. In signing below I, <a href="Retiree Name">Retiree Name</a> , hereby acknowledge overseas benefits are paid to me by the North American Division behalf of my home division, I may no longer be eligible founder the Supplemental Healthcare, Adventist Retirement	RP) system and invite ed Credit for continued ir portion of the Earned ed on out-patient and d overseas and NAD ipts be mailed to the e that if and when my sion Retirement Office or healthcare coverage Plan (SHARP). I also
understand that at the time my home division benefits begin NAD Retirement Office, my TOTAL healthcare coverage out-patient and in-patient percentages based on my combin service credit, with the overseas portion billed to my home of may need to be mailed to the Adventist Risk Manage reimbursement.	e may be based on ed overseas and NAD division. Paid receipts
Signature of <i>Participant</i>	Date *
Signature of <b>Spouse</b>	Date *
Signature of <i>Witness</i> (Officer of Last Denominational Employer – <i>or</i> Notary Public)	Date *

<sup>\*</sup> Retiree/Spouse/Witness Signatures must be dated the same.

# EARLY RETIREMENT DISCLOSURE

(Retirees with less than 40 YSC)

I,, have a large of the large of th	th I am younger than my normal	
I also understand that if I qualify for and elect S not yet Medicare age, SHARP provides health eligible spouse/dependent(s) at personal expeligibility.	ncare assistance for me and/or my	
Early Retirement Effe	ective Date(MM/DD/YYYY)	
	, ,	
Retiree's Signature	Date	
Witness Signature	Date	
(Must be last denominational employer <u>OR</u> Notary Public)		
→ PLEASE KEEP A COPY OF THIS DOCUMENT FOR YOUR FILES (=		

# THE ADVENTIST RETIREMENT PLAN

## THE ADVENTIST RETIREMENT PLAN

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#### THE ADVENTIST RETIREMENT PLAN

## INTRODUCTION

The North American Division of the General Conference of Seventh-day Adventists established the Adventist Retirement Plan (the "Plan") effective January 1, 2000, in order to provide retirement income security to its Employees. The Plan is hereby amended and restated with the provisions of the Plan to be effective on January 1, 2005, or as otherwise stated herein, such amendment and restatement incorporating in this single document all Plan amendments previously made hereto, as well as effectuating other desired changes to the Plan. The Plan is intended to be a retirement income account program described in section 403(b)(9) of the Internal Revenue Code of 1986, as amended.

The Plan is also intended to be a "church plan" within the meaning of section 414(e) of the Code and section 3(33) of the Employee Retirement Income Security Act of 1974 ("ERISA"). The Plan is thus intended to be exempt from ERISA.

It is also intended that the Plan shall be interpreted to comply with the applicable provisions of the Code and all applicable regulations and rulings issued under the Code.

### **ARTICLE I**

## **DEFINITIONS**

As used in this Plan the following terms shall have the following meanings unless a different meaning is plainly required by the context:

- **1.01** Account. The term "Account" shall mean the bookkeeping account or accounts established for the purpose of separately accounting for a Participant's interest in the commingled assets of the Trust Fund. A Participant's Account may include any of the following accounts:
  - (a) A Participant Salary Reduction Contributions Account which includes any Participant Salary Reduction Contributions made pursuant to Section 3.01 and any earnings thereon.
  - (b) A Participant After-Tax Contributions Account which includes any Participant After-Tax Contributions made pursuant to Section 3.02 and any earnings thereon.
  - (c) A Basic Contributions Account which includes any Basic Contributions made by a Participating Employer pursuant to Section 3.03 and any earnings thereon.
  - (d) A Matching Contributions Account which includes any Matching Contributions made by a Participating Employer pursuant to Section 3.04 and any earnings thereon.
  - (e) A Chaplain Contributions Account which includes any Chaplain Contributions made pursuant to Section 3.05 and any earnings thereon.
  - (f) An Interdivision Employee Contributions Account which includes any Interdivision Employee Contributions made pursuant to Section 3.07 and any earnings thereon.
  - (g) A Rollover Contributions Account which includes Rollover Contributions made pursuant to Section 3.08 and any earnings thereon.
  - (h) A Transfer Contributions Account which includes Transfer Contributions made pursuant to Section 3.09 and any earnings thereon.
- **1.02** Administrative Committee. The term "Administrative Committee" shall mean the Adventist Retirement Plan Administrative Committee as described in Section 10.05.
- **1.03** <u>After-Tax Contributions</u>. The term "After-Tax Contributions" shall mean those voluntary after-tax contributions paid to the Plan at the election of Participants pursuant to Section 3.02.
- **1.04** Alternate Plan. The term "Alternate Plan" shall mean a retirement plan, established prior to January 1, 1989, in lieu of the Frozen Plan, by a participating employer in the

Frozen Plan in order to provide pension coverage for employees who were ineligible to earn service credit in the Frozen Plan prior to January 1, 1989.

- **1.05** <u>Basic Contributions</u>. The term "Basic Contributions" shall mean those contributions paid by the Employer to the Plan pursuant to Section 3.03.
- **1.06** <u>Beneficiary</u>. The term "Beneficiary" shall mean the individual(s) or entity(ies), including a trust, charitable organization or estate, designated by a Participant in such form as the Board may prescribe, to receive any death benefit that may be payable hereunder if such person or persons survive the Participant. A Beneficiary designation may be revoked at any time in similar manner and form. Section 14.05 shall apply if no Beneficiary survives the Participant or if no Beneficiary has been effectively named.
- **1.07 Board**. The term "Board" shall mean the Adventist Retirement Plan Board, the body responsible for the management and administration of this Plan as provided in Article X.
- **1.08** <u>Career Completion Option</u>. The term "Career Completion Option" shall mean a Participant's election to continue to accrue service credits in the Frozen Plan and to waive his/her right to participate in this Plan, as provided in Section 2.03.
- **1.09** <u>Chaplain Contributions</u>. The term "Chaplain Contributions" shall mean those contributions made to the Plan on behalf of ordained, licensed or commissioned ministers described in Section 3.05.
  - **1.10** Church. The term "Church" shall mean the Seventh-day Adventist Church.
- **1.11** <u>Code</u>. The term "Code" shall mean the Internal Revenue Code of 1986, as amended.

## **1.12** Compensation. The term "Compensation" shall mean:

- (a) In the case of an Employee who is compensated under NADCOM's percentage-based remuneration system, the Employee's Remuneration Factor multiplied by the Remuneration Percentage, plus any cost of living adjustment if separate from wages; provided, however, that is the case of such an Employee working on an hourly basis, Compensation shall be determined by converting the product of the Employee's Remuneration Factor multiplied by the Remuneration Percentage to an hourly rate and multiplying such hourly rate by the number of hours worked, including any overtime hours. In the case of a Literature Evangelist, Compensation shall also include any commission paid to such individual.
- (b) In the case of an Employee who is not compensated under NADCOM's percentage-based remuneration system, the total amount of base salary or wages paid to such Employee for personal services rendered plus any cost of living adjustment if separate from wages, including overtime pay; but <u>excluding</u> any special expenses, allowances (e.g., for office, travel or automobile), and other irregular compensation payments.

(c) In the case of an Employee who is receiving disability payments made pursuant to the North American Division Working Policy X33, Employer Disability Income Plan, Compensation shall be measured by the last pay rate (as determined under subsection (a) or (b)) that was in effect immediately prior to the onset of the Employee's disability.

In the case of Participants who are ordained, commissioned or licensed ministers, Compensation shall include clergy housing allowance which is excludable from income pursuant to Code section 107. The annual Compensation of each Employee taken into account for any year under the Plan shall not exceed \$200,000, as adjusted for the cost of living in accordance with Code section 401(a)(17)(B).

- **1.13** <u>Denomination</u>. The term "Denomination" shall mean the North American Division of the General Conference of Seventh-day Adventists.
- **1.14** Effective Date. The term "Effective Date" shall mean January 1, 2000, the date on which this Plan originally became effective.
- **1.15** Eligible Employee. The term "Eligible Employee" shall mean an Employee who meets the eligibility and participation requirements of Section 2.01.

## 1.16 Employee.

- (a) The term "Employee" shall mean an individual who is employed by a Participating Employer and is receiving remuneration for services rendered to that Participating Employer, including:
  - (1) a Literature Evangelist;
  - (2) an ordained, licensed or commissioned minister of the Denomination who serves as a chaplain or in other specialized ministry; and
  - (3) an individual whose employer is a subsidiary organization of a Participating Employer, provided that such individual is included on a Participating Employer's courtesy payroll (or other similar payroll), and further provided that such individual's documentation of employment provides for participation in the Plan.
- (b) The term "Employee" shall also include an Interdivision Employee based in the United States, whether or not such Interdivision Employee is working for a Participating Employer.
- (c) For purposes of this Plan, the term "Employee" shall <u>not</u> include the following individuals:
  - (1) a Temporary Employee;
  - (2) a Student Employee;

- (3) a nonresident alien (other than an individual who is also an Interdivision Employee);
- (4) an individual employed by a Canadian or Bermudian employer who has Church status;
- (5) an individual paid above the NADCOM remuneration scale and participating in an Alternate Plan;
- (6) an individual who has taken an approved leave of absence in order to pursue a course of graduate study;
- (7) an adjunct professor employed by a Church educational institution or an industry employee, unless such individual's documentation of employment clearly specifies eligibility to participate in this Plan; or
- (8) an individual employed by a Regional Conference, effective as of the date such Regional Conference ceases to be a Participating Employer in accordance with the provisions of Section 1.32.

Notwithstanding the foregoing, the exclusion of any individual from participation in the Plan shall be subject to the provisions of any applicable employment law requiring such individual's participation.

- 1.17 <u>Employer</u>. The term "Employer" shall mean any United States employer which has Denominational status and which the Board has determined is entitled to become a Participating Employer under this Plan; provided, however, that the term "Employer" shall not include a Health Care Organization, unless specifically approved by the Board. "Employer" shall also include the Church employer of any United States-based Interdivision Employee. Subject to the approval of the Board, "Employer" shall also include any organization that employs an ordained, licensed or commissioned minister who is properly credentialed by the Denomination and who is performing duties in the exercise of his or her ministry, but solely with respect to the participation in the Plan by such minister.
- **1.18 ERISA**. The term "ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended.
- **1.19** <u>Frozen Plan</u>. The term "Frozen Plan" shall mean the Seventh-day Adventist Retirement Plan, the defined benefit retirement plan of the Denomination, which was adopted in 1910 and frozen with respect to service credit effective December 31, 1999.
- **1.20** <u>General Conference</u>. The term "General Conference" shall mean the General Conference of Seventh-day Adventists.
- **1.21** <u>Health Care Organization</u>. The term "Health Care Organization" shall mean an Adventist hospital, nursing home, retirement home, or other health care-related organization (or any separate operating unit thereof).

**1.22** <u>Highly Compensated Employee</u>. The term "Highly Compensated Employee" includes highly compensated active Employees and highly compensated former Employees.

A highly compensated active Employee includes any Employee who performs service for the Employer during the Plan Year and who, during the calendar year immediately preceding the Plan Year received Compensation from the Employer in excess of \$90,000 (as adjusted pursuant to Code section 415(d)) and was in the top-paid group of employees for such year.

For purposes of determining who is a Highly Compensated Employee, the term Compensation shall mean compensation within the meaning of section 415(c)(3) of the Code.

A highly compensated former Employee includes any Employee who terminated employment (or was deemed to have terminated employment) prior to the Plan Year, performs no service for the Participating Employer during the Plan Year, and was a highly compensated active Employee for either the service termination year or any Plan Year ending on or after the Employee's fifty-fifth (55th) birthday.

The determination of who is a Highly Compensated Employee, including the determinations of the number and identity of employees in the top-paid group, will be made in accordance with Code section 414(q) and the regulations thereunder.

- **1.23 Investment Fund**. The term "Investment Fund" shall mean any investment fund established by the Board as an investment medium for the Plan. The Board shall have the discretion to establish and terminate such investment funds as it shall from time to time deem appropriate.
- **1.24** <u>Interdivision Employee</u>. The term "Interdivision Employee" shall mean an individual based in the United States, or serving in the United States and based in another country, who has been voted by the General Conference Appointees Committee to serve in other than his/her base division under the terms of the General Conference Working Policy for Interdivision Employees.
- **1.25** <u>Interdivision Employee Contributions</u>. The term "Interdivision Employee Contributions" shall mean those contributions paid to the Plan pursuant to Section 3.07.
- **1.26** <u>IRA</u>. The term "IRA" shall mean an individual retirement account described in Code section 408(a).
- **1.27** <u>Literature Evangelist</u>. The term "Literature Evangelist" shall mean an individual who earns a significant portion of his/her Compensation from commissions on sales of religious literature to the general public. For purposes of this Plan, a Literature Evangelist includes only those individuals who are considered to be employees of a Participating Employer for purposes of federal income taxation.
- **1.28** <u>Matching Contributions</u>. The term "Matching Contributions" shall mean those contributions paid by the Employer to the Plan pursuant to Section 3.04.
- **1.29** NAD. The term "NAD" shall mean the North American Division of the General Conference of Seventh-day Adventists.

- **1.30** <u>NADCOM</u>. The term "NADCOM" shall mean the Committee for the North American Division of the General Conference of Seventh-day Adventists.
- **1.31** Non-Highly Compensated Employee. The term "Non-Highly Compensated Employee" shall mean any Employee who is not a Highly Compensated Employee.
- **1.32 Participant**. The term "Participant" shall mean an individual who has satisfied the requirements for participation in this Plan under Article II. A Participant shall continue to be a Participant until all Plan benefits payable on his/her behalf have been paid.
- 1.33 Participating Employer. The term "Participating Employer" shall mean an Employer which is deemed to have adopted this Plan by virtue of making contributions required of Participating Employers hereunder. For purposes of this Plan, an Employer who hires any United States-based Interdivision Employee shall be considered to be a Participating Employer with respect to such Interdivision Employee, unless the Interdivision Employee elects to participate in the separate plan of that Employer, subject to the applicable policies of such Employer. Any Participating Employer which is also a Regional Conference shall cease to be a Participating Employer in this Plan, effective as of the earlier of: (a) the date on which such Regional Conference ceased remitting any contributions to the Plan on behalf of any Participant; or (b) the date on which that certain agreement entered into by and among the Regional Conference, the Denomination, the Frozen Plan, the General Conference as trustee of the Frozen Plan and the Regional Conference Retirement Plan, providing for such cessation of participation, was finally effective.
  - **1.34 Plan**. The term "Plan" shall mean the retirement plan as set forth herein.
  - **1.35 Plan Year**. The term "Plan Year" shall mean the calendar year.
- **1.36** Remuneration Factor. The term "Remuneration Factor" shall mean the dollar amount set annually by NADCOM for Employees working in different geographical regions. The Remuneration Factor shall initially be determined by NADCOM, in its sole and absolute discretion, but shall be subject to adjustment by the Participating Employer.
- **1.37** Remuneration Percentage. The term "Remuneration Percentage" shall mean the percentage assigned to each Employee based on the official remuneration scale of NADCOM, as determined by NADCOM in its sole and absolute discretion.
- **1.38** Retirement. The term "Retirement" shall mean the termination of employment with a Participating Employer for reason other than death after a Participant has attained age 59½. Retirement shall be considered as commencing on the day immediately following a Participant's last day of employment (or authorized leave of absence, if later).
- **1.39** <u>Salary Reduction Agreement</u>. The term "Salary Reduction Agreement" shall mean a legally binding agreement between an Employee, his/her Participating Employer, and the Board, made in accordance with the requirements of Section 3.01.
- **1.40** <u>Salary Reduction Contributions</u>. The term "Salary Reduction Contributions" shall mean those voluntary salary deferrals paid by the Participating Employer to the Plan at the election of Participants pursuant to Section 3.01. Salary Reduction Contributions shall also

include any additional elective contributions made by a Participant who is age 50 or older in accordance with the requirements of Code section 414(v).

- **1.41 Spouse**. The term "Spouse" shall mean the spouse or surviving spouse of the Participant.
- **1.42** <u>Student Employee</u>. The term "Student Employee" shall mean an employee whose work in a Church educational institution or an affiliated industry is classified as student labor by the Participating Employer.
- **1.43 Temporary Employee**. The term "Temporary Employee" shall mean a person who is employed in a job position that is not expected to last longer than five months at the time such person's employment commences, or such other period of time (not to exceed twelve months) as selected by a Participating Employer for purposes of defining the term "Temporary Employee."
- **1.44** <u>Trust Fund</u>. The term "Trust Fund" shall mean all assets of this Plan held by the Trustee pursuant to the terms of the Trust Agreement.
- **1.45** <u>Trustee</u>. The term "Trustee" shall mean the corporation, individual or individuals as may from time to time be designated by the Board. The appointment, removal, and terms and conditions of employment of the Trustee shall be determined by the Board.
- **1.46** <u>Valuation Date</u>. The term "Valuation Date" means the last day of each calendar quarter, in addition to any other date specifically designated by the Board, on which date the fair market value of the Trust assets shall be determined. The designation of a special date by the Board for valuation purposes shall not change the Valuation Date from the last day of the calendar quarter and shall be in addition to such date, unless otherwise determined by the Board.
- 1.47 <u>Vesting Service</u>. The term "Vesting Service" shall mean the period of a Participant's employment considered in determining the Participant's percentage of vested Basic Contributions and Matching Contributions in accordance with Section 4.01. A Participant's Vesting Service shall be calculated based on the total number of years of service with an Employer, with years of service for multiple Employers to be aggregated; provided, however, that a Participant shall not receive more than one year of Vesting Service during any 12 month period. A Participant shall receive one year of Vesting Service for each 12 complete months of service with an Employer after the Effective Date; provided, however, a Participant who works concurrently for more than one Employer shall only receive credit for one year of Vesting Service for each 12 months of concurrent service. A Participant shall also be credited with Vesting Service under this Plan equal to the number of whole years of service credit earned by the Participant for purposes of the Frozen Plan.

A Participant shall also receive Vesting Service for the following service: (a) any period of service with a Canadian or Bermudian employer who has Church status; (b) any period of service with a Health Care Organization prior to 1992; (c) any period of authorized leave of absence for which Compensation is paid; (d) any period of accrued vacation for which Compensation is paid upon termination of employment; (e) any prior Church service performed by an Interdivision Employee who is serving in the United States and is based in another division; (f) any period of service with an employer that established an Alternate Plan; and (g)

any period of service with a Regional Conference after the date upon which such Regional Conference ceased to be a Participating Employer in this Plan.

#### **ARTICLE II**

## **ELIGIBILITY AND PARTICIPATION**

- **2.01** <u>Participation</u>. Any Employee who is at least twenty (20) years of age and is regularly working in a position designated by the Participating Employer as requiring the performance of service on at least a half-time basis, as determined by the Participating Employer, shall become a Participant in this Plan as follows:
  - (a) An Employee shall become a Participant upon the Effective Date or upon the first day of his/her employment with a Participating Employer, if after the Effective Date.
  - (b) A Church chaplain or other Church minister in specialized ministry who is properly credentialed by the Denomination may participate in the Plan even though not employed by a Participating Employer, and his/her participation shall be effective upon receipt of the first contribution made by him/her in his/her behalf to the Plan.
  - (c) An Employee who is receiving benefits from the Frozen Plan, who is subsequently re-employed by a Participating Employer, and who otherwise meets the requirements of this Section 2.01 shall become a Participant upon re-employment. Effective January 1, 2005, an Employee who has elected the Career Completion Option pursuant to Section 2.03, shall become eligible to participate in this Plan upon the termination of the Career Completion Option provision.
  - (d) A United States-based Interdivision Employee who has elected to participate in the separate retirement plan offered by his or her Employer, subject to the applicable policies of such Employer, shall not be eligible to participate in this Plan.
  - (e) An Interdivision Employee, serving in the United States and based in another division, shall become a Participant only if he/she elects to participate in this Plan in accordance with applicable procedures by the Church.
  - (f) An Employee who is not working for any one Participating Employer in a position designated as requiring the performance of 20 or more hours of service each week, but whose total aggregate hours of designated employment with more than one Participating Employer require the performance of at least 20 hours of service a week on a regular basis, shall be eligible to participate in the Plan if any two or more Participating Employers employing such individual in the aggregate of at least 20 hours of designated employment each week elect to make Basic Contributions and Matching Contributions to the Plan on behalf of such individual.
- **2.02** Salary Reduction by Ineligible Employees. An individual who is employed by a Participating Employer but who is not eligible to participate under Section 1.16(c) or 2.01 of this Plan shall be eligible to make Salary Reduction Contributions to the Plan pursuant to the provisions of Section 3.01; provided, however, that the amount of Salary Reduction Contributions for such individual in any Plan Year must be at least \$200. An individual who makes Salary Reduction Contributions pursuant to this Section 2.02 shall become a Participant in

the Plan effective with the receipt of such contributions; provided, however, that no Basic Contributions or Matching Contributions shall be made on behalf of any such individual.

- **2.03** Employees Eligible for Career Completion Option in Frozen Plan. An individual is eligible for the Career Completion Option in the Frozen Plan if, on December 31, 1999, such individual:
  - (a) was currently employed by the Denomination;
  - (b) was a participant in the Frozen Plan;
  - (c) had completed at least thirty years of Church service credit as defined under the terms of the Frozen Plan; and
  - (d) was within five years of being eligible for retirement, as provided under the terms of the Frozen Plan.

An individual who is eligible for the Career Completion Option may elect to continue to accrue up to five years of service credit under the Frozen Plan; provided, however, that any such service credit will only be granted with respect to continuous service following the Effective Date. An individual who elects the Career Completion Option shall not be a Participant in this Plan except to the extent provided in Sections 2.01(c) and 3.01. An Eligible Employee who makes the Career Completion Option election must execute the appropriate forms provided by the Board, thereby waiving all rights to participate in this Plan, except as provided in Sections 2.01(c) and 3.01. Such election shall be irrevocable once made.

#### **ARTICLE III**

## **CONTRIBUTIONS**

## 3.01 Salary Reduction Contributions.

- (a) Each Participant may elect to defer a portion (either a specified dollar amount or a specified percentage) of his/her Compensation which would have been received in the Plan Year except for the deferral election. Such amount may also include any contributions made pursuant to Code section 414(v). In the case of a Participant who is receiving disability payments made pursuant to the North American Division Working Policy X33, Employer Disability Income Plan, the election shall be made with respect to such disability payments. All such contributions shall be credited to the Participant's Salary Reduction Contributions Account. The balance in each Participant's Salary Reduction Contributions Account shall be fully vested at all times and shall not be subject to forfeiture for any reason.
- (b) A Participant's deferral election shall be made pursuant to a written, legally binding Salary Reduction Agreement between the Participant and his/her Participating Employer which satisfies the requirements of Code section 403(b). A Salary Reduction Agreement shall apply only with respect to Compensation for services rendered to the Participating Employer by the Participant which is not currently available prior to the effective date of the Salary Reduction Agreement. Subject to the limitations in the preceding sentence, a Participant may enter into more than one Salary Reduction Agreement each year; provided, however, a Participating Employer can, at its option, limit the number of Salary Reduction Agreements that can be entered into each year. A Salary Reduction Agreement may be terminated at any time with respect to future Compensation not currently available.
- (c) An individual who has elected the Career Completion Option as provided in Section 2.03 shall not be entitled to make Salary Reduction Contributions to the Frozen Plan. However, any individual who has made such election shall be entitled to make Salary Reduction Contributions to this Plan.
- (d) Notwithstanding the provisions of this Section 3.01 set out above, a Participating Employer may elect to automatically deduct 2.0% from the Compensation of each of its "non-contributing Employees" and automatically credit such amount to a Salary Reduction Account established for each such Employee, unless such Employee specifically requests, in the manner prescribed by the Board, that such salary reduction shall not occur. In the case of any Participating Employer who makes the election under this paragraph on or after January 1, 2001, the amount of automatic payroll deduction shall be 2.5% of Compensation for any non-contributing Employees to whom such automatic deduction applies. A Participating Employer who makes an election under this paragraph (d) may limit the automatic deduction to only those non-contributing Employees who are newly hired on or after a designated date. For purposes of this paragraph, a "non-contributing Employee" is an Employee who is eligible to participate in the Plan pursuant to Section 2.01 but who is not making any Salary Reduction Contributions to the Plan. Automatic payroll deductions made pursuant to this paragraph

- (d) must comply with any requirements that may be established by the Internal Revenue Service with respect thereto.
- **3.02** After-Tax Contributions. A Participant may make, to the extent permitted by the rules and regulations of the Board, after-tax contributions which shall be allocated, administered, and applied as Participant After-Tax Contributions, and shall be credited to the Participant's After-Tax Contributions Account. The balance in each Participant's After-Tax Contributions Account shall be fully vested at all times and shall not be subject to forfeiture for any reason.
- **3.03** Basic Contributions. A Participating Employer shall contribute each month for each Eligible Employee who is a Participant under Section 2.01 an amount based on a percentage of Compensation, such percentage to be determined based on the following formula: the Category A Remuneration Factor x .05 ÷ the applicable Remuneration Factor (rounded to two decimal places); provided, however, that the Basic Contribution rate shall not be less than 3.1% nor shall it exceed 4.0%; and provided further that effective July 1, 2002, the Basic Contribution rate shall not be less than 3.83% nor shall it exceed 5.0%. Effective July 1, 2003, each Participating Employer shall contribute Basic Contributions in the amount of 5.0% of each Eligible Employee's Compensation; provided, however, that a Participating Employer may, in its discretion, elect to make Basic Contributions at a different rate, subject to the approval of NAD Treasury.

A Participating Employer shall contribute Basic Contributions on behalf of each individual who is a Participant under Section 2.01 and who is eligible to receive disability payments pursuant to the Participating Employer's long-term disability insurance plan, for the elimination period, as defined under such plan, and for up to a maximum of one year of disability following such elimination period; provided, however, that the Participant must continue to be disabled, as defined under the Participating Employer's long-term disability insurance plan, in order to receive the Basic Contributions described in this paragraph.

Basic Contributions shall be credited to the Participant's Basic Contributions Account. The balance in each Participant's Basic Contributions Account shall vest in accordance with the provisions of Article IV.

A Participating Employer shall contribute Basic Contributions to the Frozen Plan on behalf of any Employee who has elected the Career Completion Option as provided in Section 2.03 for any period after the Effective Date during which such Employee is accruing service credit under the Frozen Plan. No Basic Contributions shall be made to this Plan on behalf of any Employee who has elected the Career Completion Option pursuant to Section 2.03, except in the case of Employees described in Section 2.01(c).

3.04 <u>Matching Contributions</u>. A Participating Employer shall contribute for each Eligible Employee who is a Participant under Section 2.01 an amount equal to fifty percent (50%) of the Employee's Salary Reduction Contributions made pursuant to Section 3.01. The Participating Employer can elect to contribute Matching Contributions pursuant to this Section 3.04 on a pay period by pay period basis, or by permitting Matching Contributions to be made on an annualized basis. The maximum amount of Matching Contributions for a Participant shall be twenty-five percent (25%) of the Basic Contributions made on behalf of such Participant.

Matching Contributions shall be credited to the Participant's Matching Contributions Account. The balance in each Participant's Matching Contributions Account shall vest in accordance with the provisions of Article IV.

A Participating Employer shall contribute Matching Contributions as provided in this Section 3.04 to the Frozen Plan on behalf of any Employee who has elected the Career Completion Option as provided in Section 2.03 for any period after the Effective Date during which such Employee is accruing service credit under the Frozen Plan. The amount of any such Matching Contributions shall be equal to twenty-five percent (25%) of the Basic Contributions made on behalf of such Employee pursuant to Section 3.03. No Matching Contributions shall be made to this Plan on behalf of any Employee who has elected the Career Completion Option pursuant to Section 2.03, except in the case of Employees described in Section 2.01(c).

**3.05** <u>Chaplain Contributions</u>. Any contributions made on behalf of an Employee who is an ordained, licensed or commissioned minister serving as a properly credentialed chaplain or in other specialized ministry, whether made by the Employee or made by such Employee's employer, shall be credited to the Participant's Chaplain Contributions Account. All such contributions shall be fully vested at all times and shall not be subject to forfeiture for any reason.

## 3.06 **Graduate Study**.

- (a) A Participating Employer shall make additional Basic Contributions on behalf of a Participant who has pursued a course of graduate study, subject to the following requirements:
  - (1) the course of graduate study must be for the purpose of obtaining a degree at the Master of Arts level or higher;
  - (2) upon completion of the course of graduate study, the Participant must be awarded the degree described in subsection (a); and
  - (3) the Participant must commence or return to full-time employment with a Participating Employer within one year of the awarding of the degree.
- (b) The additional Basic Contributions made pursuant to this Section 3.06 shall be made only after the Participant meets all the requirements of subsection (a). The Participating Employer shall make additional Basic Contributions for each Participant entitled thereto in the amount of 50 percent of the Basic Contributions made on behalf of such Participant during that Plan Year pursuant to Section 3.03. Subject to the limitations in Section 3.06(c), the additional Basic Contributions described in this Section 3.06 shall only be made during a period that is no longer than twice the length of time that the Participant was pursuing a course of graduate study.
- (c) A Participant shall be entitled to additional Basic Contributions for up to two years of graduate study for each course of graduate study that meets the requirements of Section 3.06(a); provided, however, that for any course of graduate study beginning prior to January 1, 2001, a Participant shall only be entitled to receive additional Basic

Contributions for the portion of the course that the Participant attends after December 31, 2000.

3.07 <u>Interdivision Employee Contributions</u>. A Participating Employer employing a Participant who is an Interdivision Employee shall make Interdivision Employee Contributions in the amount of four percent (4%) of such Employee's Compensation (Such amount shall increase to five percent (5%) effective July 1, 2001.) If the Interdivision Employee's Compensation is less than the Category A compensation on NADCOM's remuneration scale, the General Conference shall make additional Interdivision Employee Contributions equal to the difference between the amount contributed by the Participating Employer and the amount that would have been contributed if such Interdivision Employee's Compensation had been equal to the Category A compensation.

All Interdivision Employee Contributions made pursuant to this Section 3.07 shall be credited to the individual Participant's Interdivision Employee Contributions Account. The balance in each Participant's Interdivision Employee Contributions Account shall be fully vested at all times and shall not be subject to forfeiture for any reason.

- **3.08** Rollover Contributions. A Participant may, in accordance with procedures established by the Board and subject to any limitations imposed under the Code, roll over all or part of any distribution from an eligible retirement plan, provided the distribution is paid over to the Plan as a direct rollover or within sixty (60) days following receipt of the distribution by the Participant, or such later date as may be permitted under the Code. For purposes of this Section 3.08, an "eligible retirement plan" includes:
  - (a) A distribution from a Code section 403(b)(1) annuity contract, a Code section 403(b)(7) custodial account or a Code section 403(b)(9) retirement income account;
  - (b) A distribution from an individual retirement account described in Code section 408(a) or from an individual retirement annuity described in Code section 408(b);
    - (c) A distribution from a qualified trust described in Code section 401(a);
    - (d) A distribution from an annuity plan described in Code section 403(a); and
  - (e) A distribution from an eligible deferred compensation plan described in Code section 457(b) 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.
- **3.09** Transfer Contributions. Subject to any limitations imposed by applicable law, amounts may be transferred to the Plan on behalf of a Participant (or the Participant's Beneficiary, if the Participant is deceased, with respect to amounts attributable to the Participant) directly from a Code section 403(b)(1) annuity contract, a Code section 403(b)(7) custodial account or a Code section 403(b)(9) retirement income account, provided that the transfer is made in accordance with rules and procedures established by the Board including, without limitation, the establishment of minimum amounts for such transfers.

The balance in a Participant's Transfer Contributions Account shall be fully vested at all times and shall not be subject to forfeiture for any reason. Transfer Contributions Accounts may be transferred out of this Plan at any time in accordance with the provisions of Section 8.15, subject to any limitations imposed by applicable law.

- **3.10** Payment of Contributions. All Salary Reduction Contributions, After-Tax Contributions, Basic Contributions, Matching Contributions and Interdivision Employee Contributions made under this Plan shall be due the Board within seven (7) calendar days following the completion of the payroll with respect to which such contributions are withheld or determined, and shall be credited pursuant to procedures established by the Board from time to time.
- 3.11 <u>Correction of Errors</u>. The Board is hereby authorized and directed to make any necessary corrections of contributions to the Plan made under a mistake of fact or such other contributions made in error or other errors as may be corrected under the terms of the Plan and the Code, including corrections under any self-correction program offered by the Internal Revenue Service. Contributions made to a Participant's Account, which are identified by the Administrative Committee, or by the Participating Employer or another authorized plan representative, to have resulted from a mistake of fact, shall be returned to the Participant or the Participating Employer, or shall be reallocated to the proper Participant Account, along with any earnings thereon, in accordance with the terms of the Plan and the Code. A mistake of fact may include, but is not limited to: (a) a reasonable error in determining the Participant's Compensation; (b) a reasonable error in determining the amount to be withheld from a Participant's Compensation; or (c) a reasonable error in determining the Participant to whom a contribution was to be allocated.

If, in any Plan Year, a Participating Employer erroneously makes Basic or Matching Contributions on behalf of any person who was not eligible for such Basic Contributions or Matching Contributions and discovery of such erroneous contribution is not made until after a contribution for the Plan Year has been made and allocated, the appropriate Participating Employer shall be entitled to recover any such Basic or Matching Contributions made with respect to the ineligible person.

**3.12** <u>Military Service</u>. Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with section 414(u) of the Code.

#### ARTICLE IV

## **VESTING**

**4.01** <u>Vesting</u>. All Basic Contributions and Matching Contributions shall become fully vested after a Participant has completed three complete years of Vesting Service. All other contributions shall be fully vested at all times.

## 4.02 Forfeitures.

- (a) The interest of a Participant in his/her Basic Contributions Account and Matching Contributions Account which is not vested shall be forfeited on the last day of the first Plan Year following the year in which he/she terminated employment with his/her Employer, unless such Participant resumes employment with a Participating Employer prior to that date; provided, however, that a Participant who has been granted an approved leave of absence shall not be considered to have terminated employment during such leave of absence.
- (b) Any amounts that are forfeited pursuant to subsection (a) shall be returned to each Participating Employer which had contributed to the Plan on behalf of such Participant to be used by such Participating Employer to reduce further Basic and Matching Contributions to the Plan. Any forfeitures allocated to more than one Participating Employer shall be based on the amount proportionate to the amount of each such Participating Employer's Basic and Matching Contributions made on behalf of the terminated Participant relative to all Participating Employers' Basic and Matching Contributions made on behalf of such Participant.
- 4.03 <u>Separation of Service Prior to Full Vesting</u>. A Participant who separates from service with a Participating Employer and subsequently resumes Denominational employment shall be credited with all prior service for purposes of the vesting requirements in Section 4.01, regardless of whether any portion of such Participant's Account has been forfeited pursuant to the provisions of Section 4.02. However, a Participant who resumes Denominational employment after the application of the forfeiture provisions in Section 4.02 shall not be entitled to have any forfeited amounts restored to his/her Account.

### **ARTICLE V**

## **INVESTMENTS**

- **5.01** <u>Investment Options</u>. The Board shall, in its discretion, select Investment Funds in which the Trust will purchase unit shares pursuant to Participant investment instructions provided in accordance with Section 5.05.
- **5.02** Changes and Deletions of Investment Funds. The Board, in its discretion, may from time to time change the Investment Funds, delete Investment Funds or offer additional Investment Funds.
- **5.03** Investment of Contributions. Each Participant may elect to have his/her future Contributions to this Plan invested in increments of one percent (1%) (totaling 100 percent), in any one or more of the Investment Funds. In the absence of an election, the Board shall invest a Participant's Account in the default investment option, as selected by the Board in its sole discretion.
- **5.04** Investment Transfers. With respect to the balance in a Participant's Account, each Participant may elect to have his/her assets already invested in one or more Investment Funds transferred to any other Investment Fund(s), in such allocation among funds as the Participant shall select (in increments of one percent, totaling 100 percent). An election to transfer investments pursuant to this Section 5.04 may be made at any time to be effective as soon as administratively feasible after the end of a month, or at any other time as may be established by the Board.
- 5.05 <u>Investment Procedures</u>. Each Participant may make the election described in Sections 5.03 and 5.04 by filing an election form with the Board or its authorized agent. A Participant may change any investment election at any time to be effective as soon as administratively feasible. The Board or its authorized agent may authorize alternative methods for making changes in investment elections, including electronic or telephonic communications, to be effective as soon as administratively feasible, in lieu of a written election form. The use of any such alternative method of making investment elections shall be considered to have been "filed" with the Board or its authorized agent. The availability of any such alternative investment election method (including all applicable rules, procedures, and limitations applicable thereto) shall be communicated to Participants.
- 5.06 <u>Transfer of Assets</u>. The Board or its authorized agent shall transfer moneys or other property from the appropriate Investment Funds to the other Investment Funds as may be necessary to carry out the aggregate transfer transactions after the Board has caused the necessary entries to be made in the Participant's Accounts in the Investment Funds and has reconciled offsetting transfer elections, in accordance with uniform rules therefore established by the Board or its authorized agent.
- 5.07 Processing Investment Choices Subject to Rules, Regulations and Procedures of Board. The processing of investment choices shall be subject to any rules, regulations or procedures which the Board, in its sole discretion, considers necessary or convenient for the efficient administration of the Plan.

#### **ARTICLE VI**

## LIMITATIONS ON CONTRIBUTIONS

- **6.01** <u>Maximum Contributions</u>. The following limitations on contributions shall apply to this Plan:
  - (a) The contributions for any Plan Year on behalf of a Participant (not including any additional elective contributions described under Code section 414(v)) shall not exceed the Participant's Defined Contribution Limit. A Participant's Defined Contribution Limit shall for any Plan Year be an amount equal to the lesser of:
    - (1) 100% of the Participant's "includible compensation" as defined under Code section 403(b)(3), or
    - (2) \$40,000, or such greater amount as is permitted under Code section 415(c) as adjusted under Code section 415(d)(1)(B).
  - (b) Notwithstanding any provision of subsection (a) to the contrary, the Defined Contribution Limit shall be determined as follows:
    - (1) The Defined Contribution Limit of a Participant who has made an election under Code section 415(c)(7)(A) shall be determined under such Code section and the regulations issued thereunder.
    - (2) The Defined Contribution Limit of a Participant described in Code section 415(c)(7)(C) shall be determined under such Code section and the regulations issued thereunder.
  - (c) The Participant's Defined Contribution Limit for any Plan year shall not be treated as exceeding the limitation of subsection 6.01(a) if contributions on behalf of the Participant meet the requirements of Code section 415(c)(7) and are not in excess of \$10,000. The total amount of contributions with respect to any Participant which may be taken into account for purposes of this subsection (c) for all years may not exceed \$40,000.
  - (d) In addition to the foregoing limits, a Participant's contribution under a Salary Reduction Agreement (not including any additional elective contributions described under Code section 414(v)) shall not exceed the applicable dollar limit under Code section 402(g)(1) (\$12,000.00 for 2003). This limitation shall be increased to the extent permitted by Code section 402(g)(7) and shall be adjusted for cost-of-living in accordance with Code section 402(g)(4). To the extent that the contribution limitation under Code section 402(g) is violated, such violation will affect only the individual Participant with respect to whom the excess contribution is made and shall not affect any other Plan Participant.
  - (e) The sum of any additional elective contributions described under Code section 414(v) that are made by a Participant who is age 50 or older shall not exceed the

contribution limit from time to time applicable under Code section 414(v) (\$2,000 for 2003).

- (f) To the extent required under applicable law, contributions by or for a Participant to any other Code section 403(b) plan, to any plan qualified under Code sections 401(a) or 403(a), or to a simplified employee pension, if any, shall be taken into account in determining if contributions to this Plan exceed the limitations in this Section 6.01.
- **6.02** <u>Distribution of Excess Employee Elective Deferrals</u>. Notwithstanding any other provisions of the Plan, Excess Deferrals and income allocable thereto shall be distributed no later than April 15 to Participants who claim such Excess Deferrals for the preceding calendar year, subject to the following:
  - (a) For purposes of this Section 6.02, Excess Deferrals means the amount of Salary Reduction Contributions for a calendar year that are includible in a Participant's gross income because they exceed the dollar limitation imposed under Code section 402(g).
  - (b) A Participant shall notify the Board of the amount of any Excess Deferrals for the preceding calendar year by submitting a written claim to the Board no later than March 1. The claim shall include the individual's written statement that if such amounts are not distributed, such Excess Deferrals, when added to amount deferred under other plans or arrangements described in Code section 401(k), 403(b) or 408(k), exceed the limit imposed on the individual by Code section 402(g) for the year in which the deferral occurred.
  - (c) A Participant who has Excess Deferrals and who has not notified the Board pursuant to subsection (b) shall be deemed to have designated the distribution to the extent the Participant has Excess Deferrals for the taxable year calculated by taking into account Salary Reduction Contributions under this Plan and elective deferrals under other plans or arrangements described in Code section 401(k), 403(b) or 408(k) maintained by the same Employer.
  - (d) Excess Deferrals distributed to a Participant with respect to a calendar year shall be adjusted to include any income or loss up to the date of distribution, in accordance with the particular method for such adjustment permitted under the Code, as selected by the Board.

### **ARTICLE VII**

## NONDISCRIMINATION REQUIREMENTS

## 7.01 Contribution Percentage.

- (a) For each Plan Year, in the case of Participating Employers described in Section 7.03, the Average Contribution Percentage ("ACP") of Highly Compensated Employees must bear a relationship to the ACP for Non-Highly Compensated Employees which satisfies either of the following tests for nondiscrimination:
  - (1) The ACP for Participants who are Highly Compensated Employees is not more than the ACP for Participants who are Non-Highly Compensated Employees multiplied by 1.25; or
  - (2) The ACP for Participants who are Highly Compensated Employees is not more than the ACP for Participants who are Non-Highly Compensated Employees multiplied by 2, and the ACP for Participants who are Highly Compensated Employees does not exceed the ACP for Participants who are Non-Highly Compensated Employees by more than two (2) percentage points.
- (b) If neither of the requirements of subsection (a)(1) or (a)(2) is satisfied, then the Excess Contributions with respect to Highly Compensated Employees shall be distributed, notwithstanding any other provisions of the Plan. Such Excess Contributions, including any income allocable thereto, shall be distributed beginning with the contributions made on behalf of Participants with the highest dollar amount of contributions, to the extent necessary to meet the requirements of subsections (a)(1) or (a)(2), whichever is met first. Any reduction in contributions shall be made first from After-Tax Contributions. After the After-Tax Contributions for such Plan Year have been reduced to zero, further reductions shall be made from Matching Contributions.
- (c) Income or losses allocable to Excess Contributions in the After-Tax Contributions Account and the Matching Contributions Account shall be determined based on a method of adjustment as selected by the Board and as permitted under the Code.
- (d) Distributions under this Section 7.01 shall be made no later than the last day of each Plan Year to the Participants on whose behalf such Excess Contributions were made for the preceding year.
- (e) At any time during the Plan Year, the Employer may make an estimate of the amount of After-Tax Contributions or Matching Contributions that will be permitted under this Section 7.01 and may reduce the maximum permitted contributions for Highly Compensated Employees under Sections 3.01 and 3.02 to the extent the Employer determines in its sole discretion is necessary to satisfy at least one of the requirements of subsection (a).

- **7.02** <u>Definitions</u>. For purposes of this Article VII, the following definitions shall apply:
  - (a) <u>Average Contribution Percentage</u> means the average of the Contribution Percentages of the Eligible Participants in a group (calculated separately for each Participant in the group).
  - (b) <u>Contribution Percentage</u> means the ratio (expressed as a percentage) of the Participant's Contribution Percentage Amounts to the Participant's Compensation for the Plan Year (whether or not the Employee was a Participant for the entire Plan Year).
  - (c) <u>Contribution Percentage Amount</u> means the sum of the Matching Contributions and After-Tax Contributions made under the Plan on behalf of the Participant for the Plan Year.
  - (d) <u>Eligible Participant</u> means any Participant who is otherwise authorized under the terms of the Plan to make a contribution to the Plan during the Plan Year.
  - (e) <u>Excess Contributions</u> shall mean the amount by which After-Tax Contributions and Matching Contributions must be reduced under Section 7.01(b) for any individual.
- **7.03** Nondiscrimination Requirements. Notwithstanding any provisions of the Plan to the contrary, contributions made on behalf of a Participant by a Participating Employer that is not a "church" within the meaning of Code section 3121(w)(3)(A) and is not a "qualified church-controlled organization" within the meaning of Code section 3121(w)(3)(B) must meet the applicable nondiscrimination rules imposed by Code section 403(b)(12)(A).

#### ARTICLE VIII

## PAYMENTS OF BENEFITS TO PARTICIPANTS

**8.01** Retirement Benefits. A Participant shall be entitled to a distribution of retirement benefits under this Plan following his/her retirement or separation from service with a Participating Employer after attaining age 59½. A Participant, with the written consent of his/her Spouse, may elect to receive payment of his/her Retirement Benefits in either of the forms of payment options described in Section 9.01; provided, however, that the Board in its sole discretion may waive this spousal consent requirement. Distributions pursuant to this Section 8.01 shall not be made earlier than 90 days following the later of the date the Participant retires or separates from service or the date of the most recent contribution to the Plan made on behalf of such Participant.

## 8.02 <u>Pre-Retirement Termination Benefits</u>.

- (a) A Participant who separates from service with a Participating Employer prior to age 59½ shall be entitled to benefits under Section 9.01 as of the first month following his/her attainment of age 59½.
- (b) A Participant who separates from service with a Participating Employer shall not be entitled to benefits under this Section 8.02 prior to his/her attainment of age 59½ except as follows:
  - (1) <u>Distribution of Salary Reduction, Rollover and Transfer Contributions</u>
    <u>Accounts.</u> Such a Participant may elect to have any amount in his/her Salary Reduction Contributions Account, Rollover Contributions Account and Transfer Contributions Account, if any, distributed to him/her in either of the form of payment options described in Section 9.01.
  - (2) <u>Distribution of Other Contributions Accounts</u>. Such a Participant may request the Administrative Committee to distribute to him/her all or a portion of his/her remaining Accounts, but such distribution shall be made only if such distribution is approved by the Administrative Committee pursuant to any applicable guidelines the Administrative Committee may from time to time adopt for such purpose.
- (c) Pre-retirement termination benefits shall be paid or transferred as soon as administratively feasible following the Board's receipt of a written election filed pursuant to this Section 8.02 (and approved by the Administrative Committee, in the case of an election described in paragraph (b)(2) above), along with the required written consent of his/her Spouse to such distribution; provided, however, that the Board in its sole discretion may waive this spousal consent requirement.
- **8.03** Pre-Retirement Death Benefits. If a Participant dies prior to the commencement of payment of retirement benefits under Section 8.01 or pre-retirement termination benefits under Section 8.02, the Participant's surviving Spouse shall be entitled to a benefit equal to the Participant's Account balance, payable under one of the forms of payment provided in Section

- 9.01. The Participant's surviving Spouse may elect to postpone distribution of the Participant's Account until the date upon which the Participant would have reached age 70½. If there is no surviving Spouse, benefits paid pursuant to this Section 8.03 shall be paid in a single lump sum to the Participant's designated Beneficiary. If the Participant fails to designate a Beneficiary, or if no Beneficiary survives the Participant, the death benefits, if any, will be paid to the Participant's estate. If the Participant's surviving Spouse cannot be located or is otherwise unavailable to receive a distribution, the Board, in its discretion, may distribute benefits under this Section 8.03 to the Participant's designated Beneficiary.
- 8.04 <u>Disability Benefits</u>. A Participant who, prior to attaining age 59½, becomes eligible for disability benefits from his/her Participating Employer's long-term disability insurance plan or is determined, under Title II or XVI of the Social Security Act, to be disabled, shall be entitled to receive a distribution of his/her entire Account balance in the form provided pursuant to Section 9.01. Notwithstanding anything contained herein to the contrary, a Participant shall not be entitled to receive as a disability benefit under this Section 8.04 any portion of his/her Account balance attributable to Salary Reduction Contributions unless he/she suffers a total and presumably permanent disability such that he/she is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or to be of long-continued and indefinite duration.
- 8.05 <u>Suspension of Distributions Upon Re-employment</u>. A Participant who is receiving benefits from the Plan in the form of installment payments, as provided under Section 9.01(b), may, with the written consent of his/her Spouse, elect to suspend payments from the Plan if he/she becomes re-employed by a Participating Employer. Such Participant shall be entitled to receive a distribution of his/her remaining Account balance (including any contributions made while he/she is re-employed) when he/she again retires or separates from service with a Participating Employer. Such Participant may then, with the written consent of his/her Spouse, elect to receive such distribution in either of the forms of payment options described in Section 9.01. The Board in its sole discretion may waive the spousal consent requirements described in this Section 8.05.
- **8.06** <u>Cash-Out of Small Accounts</u>. Notwithstanding any other provision of this Plan and subject to the provisions of Section 8.11, in the case of a Participant who separates from service prior to attaining age  $59\frac{1}{2}$ :
  - (a) Such Participant may request payment in a lump sum of the total value of the amount in such Participant's Basic Contributions Account and Matching Contributions Account as of the date of the Participant's separation from service is less than five thousand dollars (\$5,000.00).
  - (b) The Board may, in its sole discretion, require payment in a lump sum of the total value of the Account of any such Participant if the total amount in such Account is no greater than one thousand dollars (\$1,000).
- **8.07** Withdrawals of After-Tax Contributions. Notwithstanding the foregoing provisions of this Article VIII, upon application and after receipt of a written spousal consent by the Board, a Participant may elect at any time to be paid a portion or all of his/her After-Tax Contributions Account, including any earnings attributable to any After-Tax Contributions;

provided, however, that a Participant shall be entitled to receive only one such withdrawal in any Plan Year. The Board in its sole discretion may waive the spousal consent requirements described in this Section 8.07.

## 8.08 <u>Hardship Withdrawals</u>.

- (a) <u>Immediate And Heavy Financial Need</u>. A Participant who has not yet begun to receive benefits under Section 8.01 above may, with the written consent of his/her Spouse, make a hardship withdrawal, first, of all or a portion of the Participant's After-Tax Contributions Account, if any, and then, up to 100 percent of the amount remaining in the Participant's Salary Reduction Contributions Account (excluding any interest credits or earnings attributable to any Salary Reduction Contributions) in the event of an immediate and heavy financial need arising from—
  - (1) uninsured medical expenses described in Code section 213 and Treasury Regulations § 1.213-1 (as in effect for the year of withdrawal) incurred by the Participant, the Participant's Spouse or any of the Participant's dependents (as defined in Code section 152);
  - (2) costs directly related to the purchase of a principal residence of the Participant (excluding mortgage payments);
  - (3) the payment of tuition and related educational fees for the next 12 months of post-secondary education for the Participant, or the Participant's Spouse, children or dependents (as defined in Code section 152); or
  - (4) payments necessary to prevent the eviction of the Participant from the Participant's principal residence or foreclosure on the mortgage on that residence.

As soon as practicable after the Board's determination that an immediate and heavy financial need exists with respect to the Participant, and following receipt of the required written spousal consent, the Board will pay to the Participant the amount requested by the Participant that is necessary to meet the need created by the hardship. The Board in its sole discretion may waive the spousal consent requirements described in this Section 8.08.

- (b) <u>Distribution Of Amount Necessary To Meet Need.</u> A distribution is deemed necessary to satisfy an immediate and heavy financial need of a Participant if all of the following requirements are satisfied:
  - (1) The distribution is not in excess of the amount of the immediate and heavy financial need of the employee. The amount of an immediate and heavy financial need may include any amounts necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from the distribution.
  - (2) The Participant has obtained all other distributions and nontaxable loans currently available under this Plan, if any, or any other plans maintained by the Participant's Participating Employer.

- (3) A Participant who receives a hardship distribution under this Section 8.08 after December 31, 2001, shall be prohibited from making any Salary Reduction and After-Tax Contributions under this Plan and elective contributions and employee contributions under any other plan of his/her employer (including all qualified and nonqualified deferred compensation plans maintained by such employer, but not including health or welfare benefit plans or the mandatory employer contribution portion of any defined benefit plan) for 6 months following receipt of the hardship distribution. For hardship distributions made during the 2001 calendar year, such suspension period shall be 6 months following receipt of the hardship distribution or January 1, 2002, if later.
- **8.09** <u>Designation of Housing Allowance</u>. Each year the Board shall designate the amount of payments to be made to a retired Participant during the following calendar year which is eligible to be treated as housing allowance under Code section 107. Only amounts paid to a Participant who is a minister of the gospel within the meaning of Code section 107 may be designated as housing allowance under this Section 8.09.
- 8.10 <u>Loans</u>. Each Participant who is actively employed by a Participating Employer may, with the written consent of his/her Spouse, borrow amounts from his/her entire Salary Reduction Contributions Account and from his/her entire After-Tax Contributions Account, Rollover Contributions Account and Transfer Contributions Account, if any. All such loans shall be subject to such rules and guidelines as the Board shall prescribe from time to time, including procedures for applying for such loans. A Participant must provide the Board with the required written spousal consent prior to receiving a loan from any portion of his/her Account balance; provided, however, that the Board may in its discretion waive this spousal consent requirement. In addition, a loan to a Participant must, at a minimum, meet the following requirements:
  - (a) Principal Amount. The maximum principal amount of any loan balance owed by a Participant to this Plan shall not exceed the lesser of: (1) fifty thousand dollars (\$50,000) reduced by the aggregate of the highest outstanding balances of such loans during the immediately preceding twelve-month period, or (2) fifty percent (50%) of a Participant's vested Account. All loans shall be made effective as of the Valuation Date following the receipt of a properly filed loan application, and loan funds shall be disbursed by the Trustee as soon as practicable thereafter. The Board is authorized to adopt rules which either reduce the maximum principal amount of a loan or provide a minimum amount which may be loaned to a Participant.
  - (b) <u>Maximum Term</u>. The repayment term of any loan may not exceed five (5) years from the date on which the loan is made, unless the loan principal is used to acquire any dwelling unit which within a reasonable time is to be used as a principal residence of the Participant, in which case the maximum term shall not exceed fifteen (15) years.
  - (c) <u>Interest Rate</u>. Each loan shall bear a reasonable rate of interest as determined by the Board.
  - (d) <u>Repayment</u>. A Plan loan shall be repaid by payroll withholding over its term in level installment payments. As a condition precedent to approval of the loan, the

Participant shall be required to authorize irrevocably payroll withholding in the amount of each installment, unless this requirement is waived by the Board.

- (e) <u>Collateral</u>. A Plan loan shall be secured by up to fifty percent (50%) of the Participant's vested Account, and such other collateral as the Board may require from time to time. The Board may release any portion of such collateral that the Board determines is not required to adequately secure the repayment of such loan.
- (f) <u>Distribution of Accrued Benefit</u>. If the Participant's vested Account balance is to be distributed prior to the Participant's payment of all principal and accrued interest on any loan to such Participant, the distribution shall include, as an offset, the amount of unpaid principal and accrued interest on the loan as of the date of such distribution.
- (g) <u>Notes</u>. All loans shall be evidenced by a collateral promissory note containing such terms and conditions as the Board shall require.
- (h) <u>Frequency</u>. A Participant shall be permitted to have only one Plan loan outstanding at any one time.

#### 8.11 <u>Direct Rollovers</u>.

- (a) Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this Section 8.11, a distributee may elect at the time and in the manner prescribed by the plan administrator described in Section 10.01, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.
- (b) <u>Definitions</u>. For purposes of this Section 8.11, the following terms shall have the following meanings:
  - (1) <u>Eligible rollover distribution</u>: An "eligible rollover distribution" is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments made (not less frequently than annually) for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under section 401(a)(9) of the Code as made applicable by section 403(b)(10) of the Code, and the portion of any distribution that is not includible in gross income; and any hardship distribution made pursuant to Section 8.08.

The maximum amount which may be transferred in an eligible rollover distribution shall not exceed the maximum amount as defined in Code section 402(c)(2). A portion of the distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. Notwithstanding the provisions of subsection 8.11(b)(2) below, such portion may only be transferred:

- (i) in a direct rollover to an annuity plan described in section 403(b) of the Code, which agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible; or (ii) to an individual retirement account or annuity described in Code section 408(a) or 408(b).
- (2) Eligible retirement plan: An "eligible retirement plan" includes any of the following to the extent that it accepts the distributee's eligible rollover distribution: an individual retirement account described in Code section 408(a); an individual retirement annuity described in Code section 408(b); an annuity contract described in Code section 403(b) (including custodial accounts described in Code section 403(b)(7) and retirement income accounts described in Code section 403(b)(9)); a qualified trust under Code section 401(a); an annuity plan described in Code section 403(a); an eligible plan under Code section 457(b) 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; and any other plan or arrangement determined to be, under applicable law, an eligible retirement plan with respect to a distribution from a retirement income account described in Code section 403(b)(9).
- (3) <u>Distributee</u>: A "distributee" includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving spouse and the Employee's or former Employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Code section 414(p), are "distributees" with regard to the interest of the spouse or former spouse.
- (4) <u>Direct rollover</u>: A "direct rollover" is a payment by the plan to the eligible retirement plan specified by the distributee.
- **8.12** Transfers to Regional Conference Plan. A Participant who is employed by a Regional Conference on December 1, 2002, may elect to have his/her entire Account transferred, in accordance with the requirements of Revenue Ruling 90-24, to a plan described in Code section 403(b) that is maintained by the Regional Conference. Any such transfer must be made on or after December 1, 2002 and must be completed before December 31, 2003. Except as otherwise permitted in this Section 8.12 or Section 8.13, the Plan does not permit transfers of any portion of a Participant's Account.
- **8.13** Transfer of Transfer Contributions Account. A Participant may at any time elect to have his/her entire Transfer Contributions Account transferred, in accordance with the requirements of Revenue Ruling 90-24, to a plan described in Code section 403(b). Except as otherwise permitted in Section 8.12 or this Section 8.15, the Plan does not permit transfers of any portion of a Participant's Account.

#### ARTICLE IX

#### FORMS OF BENEFIT PAYMENT

- **9.01** <u>Benefit Options</u>. A Participant must elect in writing to receive his/her Retirement Benefits under one or both of the options described below. Subject to the provisions of Section 9.02, distribution of a Participant's entire Account shall be made, or begin to be made, upon a date elected by the Participant; provided, however, that the Participant must first provide the Board with written spousal consent to the benefit option selected.
  - (a) <u>Lump Sum</u>. The lump sum form of payment shall provide a single distribution on a date specified by the Participant equal to the value of all or a portion of the Participant's Account.
  - (b) <u>Installment Payments</u>. The installment form of payment shall permit a Participant to elect to have his/her Account paid out monthly over a period of years selected by the Participant.

Notwithstanding the foregoing provisions of this Section 9.01, the Board may establish an IRA program or an annuity purchase program separate and apart from the Plan pursuant to which a Participant may give instructions that his/her Account is to be transferred to such program, with such Participant to look solely to the assets held under such program and to the sponsor of such program for the receipt of his/her retirement benefits.

- **9.02** Required Beginning Date. Notwithstanding any other provisions in the Plan, the distribution of the entire interest of each Participant must be distributed, or begin to be distributed, to the Participant no later than the Participant's Required Beginning Date. For purposes of this Section 9.02, a Participant's Required Beginning Date is April 1 following the later of the calendar year in which the Participant retires.
- 9.03 <u>Minimum Distribution Requirements</u>. Notwithstanding any other provisions in this Plan, all distributions under this Plan will be made in accordance with the requirements of Code section 401(a)(9) and the regulations thereunder. The provisions of this Section 9.03 shall thus override any distribution options in the Plan inconsistent with the requirements of Code section 401(a)(9). The following rules shall be applicable with respect to distributions from this Plan:
  - (a) <u>Death of Participant Before Distributions Begin</u>. If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:
    - (1) If the Participant's surviving Spouse is the Participant's sole Designated Beneficiary, distributions to the surviving Spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70½, if later.

- (2) If the Participant's surviving Spouse is not the Participant's sole Designated Beneficiary, distributions to the Designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.
- (3) If there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
- (4) If the Participant's surviving Spouse is the Participant's sole Designated Beneficiary and the surviving Spouse dies after the Participant but before distributions to the surviving Spouse begin, Section 9.03(a), other than Section 9.03(a)(1) will apply as if the surviving Spouse were the Participant.
- (5) For purposes of Section 9.03(a) and for purposes Section 9.03(c), unless Section 9.03(a)(4) applies, distributions are considered to begin on the Participant's Required Beginning Date. If Section 9.03(a)(4) applies, distributions are considered to begin on the date distributions are required to begin to the surviving Spouse under Section 9.03(a)(1).

#### (b) Required Minimum Distributions During Participant's Lifetime.

- (1) <u>Amount of Required Minimum Distribution For Each Distribution Calendar Year</u>. During the Participant's lifetime, the minimum amount that will be required to be distributed for each Distribution Calendar Year is the lesser of:
  - (A) The quotient obtained by dividing the Participant's Account Balance by the distribution period in the Uniform Lifetime Table set for in Treasury Regulations § 1.401(a)(9)-9, using the Participant's age as of the Participant's birthday in the Distribution Calendar Year; or,
  - (B) If the Participant's sole Designated Beneficiary for the Distribution Calendar Year is the Participant's Spouse, the quotient obtained by dividing the Participant's Account Balance by the number in the Joint and Last Survivor Table set forth in Treasury Regulations § 1.401(a)(9)-9, using the Participant's and Spouse's attained ages as of the Participant's and Spouse's birthdays in the Distribution Calendar Year.
- (2) <u>Lifetime Required Minimum Distributions Continue Through Year of Participant's Death.</u> Required minimum distributions will be determined under this Section 9.03(b) beginning with the first Distribution Calendar Year and up to and including the Distribution Calendar Year that includes the Participant's date of death.

#### (c) <u>Required Minimum Distributions After Participant's Death.</u>

### (1) <u>Death On or After Date Distributions Begin.</u>

- (A) <u>Participant Survived By Designated Beneficiary</u>. If the Participant dies on or after the date distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account Balance by the longer of the remaining Life Expectancy of the Participant or the remaining Life Expectancy of the Participant's Designated Beneficiary, determined as follows:
  - (i) The Participant's remaining Life Expectancy shall be calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.
  - (ii) If the Participant's surviving Spouse is the Participant's sole Designated Beneficiary, the remaining Life Expectancy of the surviving Spouse shall be calculated for each Distribution Calendar Year after the year of the Participant's death using the surviving Spouse's age as of the Spouse's birthday in that year. For Distribution Calendar Years after the year of the surviving Spouse's death, the remaining Life Expectancy of the surviving Spouse shall be calculated using the age of the surviving Spouse as of the Spouse's birthday in the calendar year of the Spouse's death, reduced by one for each subsequent calendar year.
  - (iii) If the Participant's surviving Spouse is not the Participant's sole Designated Beneficiary, the Designated Beneficiary's remaining Life Expectancy is calculated using the age of the Designated Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.
- (B) No Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is no Designated Beneficiary as of September 30 of the year after the year of the Participant's death, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death shall be the quotient obtained by dividing the Participant's Account Balance by the Participant's remaining Life Expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

#### (d) Death Before Date Distributions Begin.

(1) <u>Participant Survived by Designated Beneficiary</u>. If the Participant dies before the date distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the

Participant's Account Balance by the remaining Life Expectancy of the Participant's Designated Beneficiary, determined as provided in Section 9.03(c)(1).

- (2) <u>No Designated Beneficiary.</u> If the Participant dies before the date distributions begin and there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, distributions of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
- (3) <u>Death of Surviving Spouse Before Distributions to Surviving Spouse are Required to Begin.</u> If the Participant dies before the date distributions begin, the Participant's surviving Spouse is the Participant's sole Designated Beneficiary, and the surviving Spouse dies before distributions are required to begin to the surviving Spouse as provided under Section 9.03(a)(1), this section 9.03(d) will apply as if the surviving Spouse were the Participant.
- (e) <u>Definitions</u>. For purposes of this Section 9.03, the following terms shall have the following meanings:
  - (1) <u>Designated Beneficiary</u>. The individual who is designated as the Beneficiary under Article I of the Plan and is the "designated beneficiary" under Code section 401(a)(9) and Treasury Regulations § 1.401(a)(9)-4.
  - (2) <u>Distribution Calendar Year</u>. A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first Distribution Calendar Year is the calendar year immediately proceeding the calendar year which contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first Distribution Calendar Year is the calendar year in which distributions are required to begin under Section 9.03(a). The required minimum distribution for the Participant's first Distribution Calendar Year will be made on or before the Participant's Required Beginning Date. The required minimum distribution for other Distribution Calendar Years, including the required minimum distribution for the Distribution Calendar Year in which the Participant's Required Beginning Date occurs, will be made on or before December 31 of that Distribution Calendar Year.
  - (3) <u>Life Expectancy</u>. Life expectancy as computed by use of the Single Life Table in Treasury Regulations § 1.401(a)(9)-9.
  - (4) <u>Participant's Account Balance</u>. The Account balance as of the last Valuation Date in the calendar year immediately preceding the Distribution Calendar Year (Valuation Calendar Year) increased by the amount of any contributions made and allocated or forfeitures allocated to the Account balance as of dates in the Valuation Calendar Year after the Valuation Date and decreased by distributions made in the Valuation Calendar Year after the Valuation Date. The Account balance for the Valuation Calendar Year includes any amounts rolled over or transferred to the Plan either in the Valuation Calendar Year or in

the Distribution Calendar Year if distributed or transferred in the Valuation Calendar Year.

- (5) Required Beginning Date. The date specified in Section 9.02.
- **9.04** Trusts As Designated Beneficiaries. References in this Plan to the life expectancies or lives of designated Beneficiaries who are individuals shall include individuals who are beneficiaries of a trust which is designated as a Beneficiary, provided that the trust is an "eligible trust." A trust is an "eligible trust" if all of the following conditions are met:
  - (a) The trust is a valid trust under state law, or would be but for the fact that there is no corpus.
  - (b) The trust is irrevocable or, if revocable, will become irrevocable upon the Participant's death.
  - (c) The beneficiaries of the trust who are beneficiaries with respect to the trust's interest in the Participant's benefit are identifiable from the trust instrument within the meaning of Treasury Regulations § 1.401(a)(9)-4, Q&A 5.
  - (d) The Participant provides the Board with a list of all the beneficiaries of the trust, along with a description of the portion of the trust to which they are entitled and any conditions on their entitlement; and certifies that, to the best of the Participant's knowledge, such list is correct and complete and that all the other requirements listed in subsections (a) through (c) have been met; provided, however, the Participant must provide the Board with a copy of the trust instrument on request.

If a trust meets the foregoing requirements, the relevant life expectancy of the designated Beneficiary for purposes of calculating distributions shall be the life expectancy of the trust beneficiary who has the shortest life expectancy. A trust that does not meet the foregoing requirements will be treated as having no life expectancy, but still may be designated as a Participant's Beneficiary.

#### ARTICLE X

#### PLAN ADMINISTRATION

- **10.01 Plan Administrator.** The Board shall serve as the administrator of the Plan and shall administer the Plan in accordance with its terms.
- **10.02** Membership of the Board. The members of the Board shall be elected by NADCOM quinquennially. The following individuals shall serve as members of the Board and in the following capacities:
  - (a) The Treasurer of the North American Division shall serve as Chair of the Board:
  - (b) The Secretary of the North American Division shall serve as Vice-Chair of the Board; and
  - (c) The person who serves as the "Administrator" in the Retirement Office shall serve as Secretary of the Board.

In addition, the Board shall consist of those members as may be elected by NADCOM, such members to include the Plan Associate Administrator(s), two lay persons, one pastor, one teacher from the level of grades K through 12, one college/university professor, and any such additional members as may be elected by NADCOM.

In the event of death, resignation by any member during his/her term of office, or removal for cause, the vacancy for the unexpired term shall be filled by NADCOM. A member of the Board may be removed by NADCOM if the best interests of the Denomination and the Plan require such removal.

- **10.03** Powers and Duties of the Board. The Board shall have such other duties and powers as may be necessary to discharge its duties hereunder, including, but not by way of limitation, the following:
  - (a) to construe and interpret the Plan, decide all questions of eligibility and determine the amount, manner and time of payment of any benefits hereunder;
  - (b) to prescribe procedures to be followed by Participants or Beneficiaries filing applications for benefits;
  - (c) to prepare and distribute, in such manner as the Board determines to be appropriate, information explaining the Plan;
  - (d) to provide quarterly reports to each Participant on the contributions made to each Participant's Account (including the date on which such contributions are received) and on the performance of individual Investment Funds in which each Participant's Account is invested;

- (e) to receive from the Participating Employers and from Participants such information as shall be necessary for the proper administration of the Plan;
- (f) to furnish the Participants or the Participating Employers, upon request, such annual reports with respect to the administration of the Plan as are reasonable and appropriate;
- (g) to receive, review and keep on file (as it deems convenient or proper) financial reports received from the Trustee;
- (h) to appoint or employ individuals to assist in the administration of the Plan and any other agents it deems advisable, including legal counsel;
- (i) to make all determinations as to the right of any person to a benefit pursuant to Article VIII;
- (j) to establish rules for the administration of the Plan and the transaction of its business;
  - (k) to maintain a list of Employers who are eligible to participate in this Plan;
- (l) to delegate from time to time to the Administrative Committee any of its powers and duties as it deems appropriate for the effective administration of the Plan;
- (m) to report to NADCOM significant changes and financial trends on an annual basis; and
- (n) to designate the amount of payments to be made to a retired Participant during the following calendar year which is eligible to be treated as housing allowance under Code section 107.
- **10.04** Rules and Decisions. The Board may adopt such rules as it deems necessary, desirable, or appropriate. All rules and decisions of the Board shall be uniformly and consistently applied to all Participants in similar circumstances. When making a determination or calculation, the Board shall be entitled to rely upon information furnished by a Participant or Beneficiary, the Participating Employer, the legal counsel of the Participating Employer, or the Trustee.
- **10.05** <u>Administrative Committee</u>. The Administrative Committee shall consist of the following members:
  - (a) The Chair of the Board, who shall serve as Chair of the Administrative Committee;
    - (b) The Vice-Chair of the Board;
    - (c) The person who serves as the "Administrator" in the Retirement Office;
    - (d) The Associate Administrators; and

- (e) The Assistant Administrators.
- 10.06 <u>Powers and Duties of the Administrative Committee</u>. The Administrative Committee shall be responsible for those duties delegated to it by the Board, including the following duties and powers:
  - (a) to employ personnel, subject to any budget guidelines established by the Board; provided, however, that the Administrative Committee shall not have authority to select the person who serves as the "Administrator" in the Retirement Office;
    - (b) to retain such legal and/or financial consultants as it deems advisable;
  - (c) to make recommendations to the Board regarding financial statements, audit reviews and budgets;
  - (d) to work with the administrator of the Frozen Plan on transitional matters between this Plan and the Frozen Plan;
    - (e) to make recommendations to the Board on amendments to the Plan;
  - (f) to supervise the performance of third-party vendors, and to make recommendations to the Board regarding the employment and termination of employment of any third-party vendors;
  - (g) to develop procedures for the education of Employees and Participants regarding communication, recordkeeping, and distribution of Plan benefits, and to report such procedures to the Board;
  - (h) to receive and process any appeals of denials of claims for benefits under the Plan and any Plan interpretation requests;
  - (i) to receive and process any withdrawal requests made pursuant to Section 8.02;
  - (j) to monitor contributions and transmittals from Participating Employers; and
  - (k) to carry out any other duties or functions as may be delegated to it from time to time by the Board.
- **10.07** Application and Forms for Benefits. The Board may require a Participant or Beneficiary to complete and file with the Board an application for retirement benefits, preretirement termination benefits, and all other forms approved by the Board, and to furnish all pertinent information requested by the Board. The Board may rely upon all such information so furnished it, including the Participant's or Beneficiary's current mailing address.

#### ARTICLE XI

#### **CLAIMS PROCEDURE**

- 11.01 <u>Filing of Claim</u>. A Plan Participant or Beneficiary shall make a claim for Plan benefits by filing a written request with the Board upon a form to be furnished to him/her for such purpose. The Board shall have complete and sole discretion in considering whether to accept or deny a claim for Plan benefits.
- 11.02 <u>Denial of a Claim</u>. If a claim is wholly or partially denied, the Board shall furnish the Participant or Beneficiary with written notice of the denial within sixty (60) days of the date the original claim was filed. This notice of denial shall provide:
  - (a) The specific reason or reasons for denial;
  - (b) Specific reference to pertinent Plan provisions on which denial is based;
  - (c) A description of any additional information needed to perfect the claim and an explanation of why such information is necessary; and
    - (d) An explanation of the Plan's claim procedure.
- 11.03 <u>Review of Denial</u>. The Participant or Beneficiary shall have sixty (60) days from receipt of a denial notice in which to make written application for review by the Board.
- **11.04** <u>Decision upon Review</u>. The Board shall issue a decision on such review within sixty (60) days after receipt of an application for review as provided in Section 11.03. The decisions of the Board shall be binding on all parties.

#### ARTICLE XII

#### THE TRUST FUND AND TRUSTEE

- **12.01 Existence of Trust**. The Board has entered into a Trust Agreement with the Trustee to hold the funds accumulated under the provisions of this Plan.
- **12.02** Exclusive Benefit Rule. The Trust Fund shall be received, held in trust, and disbursed by the Trustee in accordance with the provisions of the Trust Agreement and this Plan. Subject to Code section 414(p), no part of the Trust Fund shall be used for or diverted to purposes other than for the exclusive benefit of Participants and their Beneficiaries or the payment of reasonable administrative expenses. No person shall have any interest in, or right to, the Trust Fund or any part thereof, except as specifically provided for in this Plan or the Trust Agreement or both.
- **12.03** Appointment and Removal of the Trustee. The appointment, removal, and terms and conditions of employment of the Trustee shall be determined by the Board.
- **12.04** Powers of Trustee. The Trustee shall have such powers to hold, invest, reinvest, or to control and disburse assets of the Trust Fund as set forth in the Trust Agreement or this Plan. The Trustee shall also have the authority to make allocations with respect to individual Participant's Accounts and to notify Participants of the amount of their Account balances at least annually.
- **12.05** <u>Integration of Trust</u>. The Trust Agreement shall be deemed to be a part of this Plan, and all rights of Participants or others under this Plan shall be subject to the provisions of the Trust Agreement.
- **12.06** <u>Delegation of Authority</u>. The Trustee may authorize any agent or agents to carry out their duties, and may employ such counsel, auditors, and other specialists and such clerical, actuarial and other services as it may require in carrying out the provisions of this Plan.

#### ARTICLE XIII

#### AMENDMENT AND TERMINATION

- 13.01 <u>Right to Amend</u>. The Board may amend the Plan at any time; provided, however, that any amendment which affects the amount of Basic Contributions under Section 3.03 or Matching Contributions under Section 3.04 shall be subject to the approval of NADCOM. No modification or amendment shall make it possible for assets of the Plan to be used for, or diverted to, purposes other than the exclusive benefit of Participants and their Beneficiaries. No amendment to the Plan shall be adopted if it would operate either directly or indirectly to reduce the value of a Participant's nonforfeitable interest in the amounts in his/her Account as of the time of the amendment.
  - **13.02 Right to Terminate**. NADCOM may terminate the Plan at any time.
- 13.03 <u>Distribution upon Termination</u>. In the event of termination of the Plan, the Board, in its sole discretion, shall have the authority to distribute amounts maintained in Participant Accounts in the form of a single lump sum payment. The Accounts of all Participants shall be fully vested and nonforfeitable upon such termination.

#### ARTICLE XIV

#### **MISCELLANEOUS PROVISIONS**

- **14.01** <u>Prohibition Against Diversion</u>. Subject to Code section 414(p), there shall be no diversion of any portion of the assets of the Plan other than for the exclusive benefit of Participants and their Beneficiaries.
- **14.02** <u>Responsibilities of Parties</u>. The Board shall be responsible for the administration and management of the Plan. The Trustee shall have exclusive responsibility for the management and control of the assets of the Plan.
- 14.03 <u>Fees and Expenses</u>. The Trustee is authorized to deduct from the Plan's funds, contributions, and/or earnings thereon, the expenses and fees necessary or appropriate to the administration of the Plan, including but not limited to (a) expenses and fees attributable to each Participant's Account and (b) an allocable share of the Board's or the Trustee's operating expenses. The Trustee shall have complete discretion to allocate expenses of administration to individual accounts on any basis established by the Trustee and uniformly applied to all Accounts. The Trustee is authorized to reimburse the Board for any such expenses and fees attributable to the Board's services in administering the Plan.
- 14.04 Notification of Mailing Address. Each Participant who is employed by a Participating Employer shall register from time to time with his/her Participating Employer, in writing, such person's post office address and change of post office address. A Participant who has terminated his/her Denominational employment and any other person entitled to benefits hereunder shall register from time to time with the Board in writing, such person's post office address and change of post office address. Any check representing any payment due hereunder, and any communication forwarded to a Participant or Beneficiary at the last known address as indicated by the records of the Board, shall constitute adequate payment to such person and be binding on such person for all purposes of the Plan. The Board shall not be under any obligation to search for or ascertain the whereabouts of any such person.
- 14.05 <u>Unclaimed Benefits</u>. If any benefits payable to, or on behalf of, a Participant are not claimed within three (3) years from the date of entitlement, and if the Participant cannot be located at his/her last provided mailing address, such Participant shall be presumed dead and the post-death benefits, if any, under this Plan shall be paid to his/her Beneficiary if he/she is then living and can be located. If the Participant's Beneficiary is not then living or cannot be located, or if no Beneficiary was effectively named, the Participant's Account shall be paid in a lump sum or in periodic installments, as determined by the Board, to the person or persons in the first of the following classes of beneficiaries with one or more members of such class then surviving: the Participant's (a) widow or widower, (b) children, (c) parents, (d) brothers and sisters, or (e) executors and administrators. Should two or more individuals who may be entitled to benefits die under circumstances in which the order of death is in dispute, the Board shall have complete discretion to determine the order in which death shall be deemed to have occurred.
- **14.06** Nonalienation of Benefits. Benefits payable under the Plan shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution or levy of any kind, either voluntary or involuntary (except as

may be provided pursuant to a court order regarding alimony or other payments for the support of a Spouse, former Spouse, or other relative of a Participant, to the extent permitted under Code section 414(p)) prior to actually being received by the person entitled to the benefits under the terms of the Plan. Any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, charge or otherwise dispose of any right to benefits payable hereunder shall be void. The amounts from time to time contributed to the Plan hereunder shall not in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements or torts of any person entitled to benefits under the Plan.

- **14.07** Facility of Payment. Whenever, in the Board's opinion, based on such medical evidence as may be required by the Board, a person entitled to receive any payment of a benefit under the Plan is under a legal disability or is incapacitated in any way so as to be unable to manage such person's financial affairs, the Board may, to the extent permitted by law, and in its sole and complete discretion, make payments directly to the person, to the person's legal representative, or to a relative or friend of the person to be used exclusively for such person's benefit, or apply any such payment for the benefit of the person in such manner as the Board deems advisable. Any benefit payment (or installment thereof) made in accordance with the provisions of this Section 14.07 shall completely discharge the obligation for making such payment under the Plan.
- **14.08** Governing Law. This Plan shall be administered, and its validity, construction, and all rights hereunder shall be governed by the laws of the State of Maryland. If any provision of the Plan shall be held invalid or unenforceable, the remaining provisions hereof shall continue to be fully effective.
- **14.09** <u>Limitations on Liability</u>. Neither the Board nor the Administrative Committee shall be liable to any person or entity for any of its acts carried out hereunder in good faith and based upon the information available at the time.
- **14.10** Nonguarantee of Employment. Nothing contained in this Plan shall be construed as a contract of employment between the Participating Employer and any Employee, or as a right of any Employee to be continued in the employment of the Participating Employer, or as a limitation of the right of the Participating Employer to discharge any of its employees, with or without cause.

#### 14.11 Interpretation.

- (a) <u>Savings Clause</u>. Each provision hereof shall be independent of each other provision hereof, and, if any provision of this Plan proves to be void or invalid as to any Participant or group of Participants, such provision shall be disregarded and shall be deemed to be null and void and no part of this Plan; but such invalidation of any such provision shall not otherwise impair or affect this Plan or any of the provisions or terms thereof.
- (b) <u>Use of Terms</u>. Any words herein used in the masculine shall be read and be construed in the feminine where they would so apply. Words in the singular shall be read and construed as though used in the plural in all cases where they would so apply.

the Plan are inserte		<u>sent</u> . Headings of sections and suberence. They shall not constitute truction thereof.	
Executed this	day of	, 2004, effective on January 1, 200	2.
	ADVENTIST RETIREM  By:  Its Chairman		
	By:		

## Seventh-day Adventist

# Retirement Plan

of the

North American Division

and

# **Auxiliary Benefits**

## Seventh-day Adventist

## **Retirement Plan**

Of the

North American Division

And

# **Auxiliary Benefits**

January, 2005

Adventist Retirement Plans 12501 Old Columbia Pike Silver Spring, Maryland 20904

### Amendments Voted Through Year End Meetings, 2004 North American Division of Seventh-day Adventists

Edited by: Del L Johnson Lyn R. Wick

Printed: December, 2004

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#### **Retirement Plan**

#### Z 05 Retirement Plan Policies

The following policies constitute the Seventh-day Adventist Retirement Plan of the North American Division. This plan, which is administered by the General Conference of Seventh-day Adventists, makes provision for retirement benefits for the employees of the General Conference headquarters, North American Division, as well as interdivision employees sent from the North American Division, General Conference institutions located within the North American Division, union conferences and local conferences and their institutions in the United States and Bermuda, with the exception of employees of health care institutions.

This plan ceases to function for purposes of earning service credit on January 1, 2000 except for specific exceptions elsewhere in this document. Service credit earned prior to that date will be 'frozen' until the employee becomes eligible for retirement benefits under the terms of this plan.

#### Z 10 Organization

**Z 10 05 Definitions** -- The following words and terms, as used in the Plan, shall have the meanings set forth below, unless a different meaning is clearly required by the context

- 1. *Basic Remuneration*—Salaried or hour-time remuneration including cost-of-living adjustment and area travel where applicable.
- 2. *Beneficiary*—The surviving spouse or dependent child of a deceased employee or participant who is receiving benefits from the Plan.
- 3. *Benefit Rate Factor*—The average of a participant's rate factors for the 10 years of service during which he/she had the highest yearly rate factors. (See Z 35 05-4)
- 4. Code—The Internal Revenue Code of 1986, as amended.
- 5. Committee—The Retirement Plan Committee which administers the Retirement Plan.
- 6. *Conference*—The word "conference" as used in these policies also includes the "missions" in the North American Division.
- 7. Dependent Child
  - a. The unmarried child of a participant:
    - 1) up to his/her 18th birthday.
    - 2) in the case of a full-time student up to his/her 24th birthday.
    - 3) who became disabled prior to his/her 18th birthday.
    - 4) Who, in the case of a full-time student, became disabled prior to his/her 24th birthday.
  - b. The child must also be eligible to be claimed as a dependent on

the participant's income tax return.

- 8. *Denominational Wage Scale*—The remuneration scale, including allowances, for employees of Seventh-day Adventist organizations in North America as voted by NADCOM each year.
- 9. *Disabled*—An employee shall be considered disabled when the definition of disability in X 33, Employee Disability Income Plan, is met.
- 10. *Eligible Spouse*—The surviving spouse of an employee or participant who qualifies for benefits.
- 11. *Employee*—A person who is employed by a participating organization or an interdivision employee whose base division is the North American Division and declares the United States or Bermuda as his/her tax base (see NAD D 15 20). A leased employee, as defined in Code section 414(n), is not an employee.
- 12. *Employment*—The period of time during which a person is employed by a participating organization.
- 13. Full Remuneration—Basic remuneration plus need-related allowances.
- 14. *Hours of Service*—All hours for which an employee receives remuneration.
- 15. *Joint and Survivor Annuity*—The form of retirement benefit that provides benefits to the participant and spouse while both are living and to the spouse that survives the participant.
- 16. *North America*—The territory that has been assigned to the North American Division by the General Conference.
- 17. *North American Division Committee* (NADCOM)—The committee that approves Retirement Plan policies for North America.
- 18. *Participant*—An employee of a participating employer who is eligible to earn service credit in the Plan or a former employee who is receiving benefits from the Plan.
- 19. Participating Employer—An organization which, with the approval of the Committee and NADCOM, has adopted this Plan for the benefit of its employees. Loma Linda Foods, Inc. shall be treated as a participating employer only from such date through December 31, 1983. Notwithstanding the preceding sentence, Loma Linda Foods, Inc. shall be treated as a participating employer only for purposes of vesting under Z 20 from January 1, 1984 through December 31, 1988. La Loma Foods, Inc. shall be treated as a participating employer only for purposes of vesting under Z 20

and only from January 1, 1989, through December 31, 1989. The preceding two sentences shall apply only in the case of a participant who has at least one hour of service with a participating employer other than Loma Linda Foods, Inc. or La Loma Foods, Inc. after the later of the participant's separation from service with Loma Linda Foods, Inc. or La Loma Foods, Inc.

- 20. *Plan*—The Seventh-day Adventist Retirement Plan of the North American Division
- 21. *Retirement Allowance*—The one-time allowance, based on years of service credit at the time of admission to the Plan.
- 22. *Retirement Benefit*—A monthly amount payable to a participant/beneficiary.
- 23. Retirement Benefit Starting Date—The first day of the first period in which a benefit becomes payable.
- 24. Service Credit—A measure of time, expressed in years and percentage of years up to a maximum of 40, used in determining the amount of a participant's retirement benefit.
- 25. *Termination Settlement*—The amount of money paid to an employee who terminates employment before qualifying for admission to the Retirement Plan.
- 26. *Remuneration Factor*—The monthly wage norm on which the denominational wage scale is based. This is voted by the North American Division Committee each year and adjustments are normally made on July 1.
- 27. *Pension Factor*—The monthly pension norm on which Retirement Plan rates are based. This is voted by the North American Division Committee each year.
- 28. Year of Break in Service—A calendar year in which an employee does not complete more than 500 hours of service or does not complete more than the equivalent of three full months on a salaried basis. Service equal to more than three months or more than 500 hours in a calendar year earned in the Seventh-day Adventist Hospital Retirement Plan prior to January 1, 1992, the Seventh-day Adventist Church Retirement Plan for Canadian Employees, a retirement plan operated by the Bermuda Conference or in divisions of the Seventh-day Adventist Church outside North America is not considered to constitute a break in service.

- 29. *Year of Service*—A calendar year prior to January 1, 2000 in which an employee earns at least 50 percent of a year of service credit in this Plan.
- 30. Yearly Rate Factor—The rate factor that an employee qualifies for at the end of each calendar year prior to January 1, 2000 in which he/she earns service credit.
- 31. *Part-time Employee*—An Employee of a participating employer who is designated as a part-time employee on the service record maintained by such an employer.
- **Z 10 10 Basis of the Plan --**The benefits of the Retirement Plan are designed for those who have devoted their lives to the work of the Seventh-day Adventist Church.
  - 1. *Purpose of Plan*—The Plan provides for the assistance of eligible aged employees, their spouses, dependent children and the eligible spouses and children of deceased participants.
  - 2. *Method of Funding*—The Plan is funded by contributions from participating denominational organizations. Employees do not contribute to the Plan funds.
  - 3. Governing Body—The Retirement Plan Committee, which serves as the governing body for the Seventh-day Adventist Retirement Plan of the North American Division, is appointed by the General Conference Committee
  - 4. *Authorization of Benefits*—Benefits from the Plan are authorized by the Committee. These benefits terminate with the decease of the participant, except where there is an eligible spouse and/or children.
  - 5. *Actions of Committee*—No precedent shall be established by any action of the Committee in providing assistance to a beneficiary.
  - 6. *Duties of the Committee*—The Committee shall administer the Plan and shall have the authority to take such actions and make such decisions as are necessary and proper to manage the affairs of the Plan. The Committee shall have the following specific authority and duties:
    - To make and enforce such rules and regulations as it shall deem necessary for the efficient administration of the Plan.
    - b. To interpret the Plan and to recommend revisions in the Plan as it shall deem appropriate.
    - c. To decide on questions concerning the Plan and the eligibility of an employee to participate in the Plan.

- d. To compute the amount of benefits which shall be payable to any participant in accordance with the provisions of the Plan.
- 7. Limitation of Liability—In administering the Plan, neither the Committee nor any person to whom it may properly delegate any duty in connection with the administering of the Plan shall be liable for any action or failure to act so long as the Committee and such persons to whom it has delegated responsibility have acted with care, skill, prudence and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an operation of like character.
- 8. *Amendments*—Any provision of this Plan may be revised at a regularly called meeting of the North American Division Committee.

**Z 10 20 Fund Balance** — The Plan shall prepare reports on the fund balance as a percentage of the actuarially defined liability and as a percentage of three times the disbursements for the latest complete fiscal year. The fund may not be used for, or diverted to, any purpose other than the exclusive benefit of employees and their beneficiaries. The General Conference, on its own behalf and on behalf of the Participating Employers, may enter into a trust agreement with the General Conference Corporation. In such case, all contributions made pursuant to this Plan shall be paid into such trust. The trust funds shall be held and disbursed in accordance with the provisions of this Plan and the trust agreement. No person shall have any interest in, or right to, any part of the trust fund, except as expressly provided in this Plan or in the trust agreement. If such a trust is established, the trust fund shall be the sole source of benefits under this Plan, and each individual who shall claim the right to any payment or benefit under this Plan shall be entitled to look only to the trust fund for such payment or benefit, and shall not have any right, claim or demand therefore against the General Conference, the General Conference Corporation or any Participating Employer or any officer or employee of the General Conference, the General Conference Corporation or any Participating Employer. If such a trust is established, with respect to all or any portion of the Plan assets, the Committee may appoint an investment manager or managers to manage, acquire, or dispose of any assets of the Plan. Each such investment manager shall be either: (1) registered as an investment advisor under the Investment Advisors Act of 1940; (2) a bank as defined under that Act; or (3) an insurance company qualified under the laws of more than one state to manage,

acquire, or dispose of Plan assets.

- **Z 10 25 Sources of Funding** —The Retirement Plan is funded by contributions from the participating organizations. The rates may be changed by NADCOM as necessary in order to meet the demands on the funds. Organizations that base their contributions on employee remuneration shall include all employees, including temporary and part-time, with the exception of student labor in educational institutions.
- 1. *General Conference*—Contributions from General Conference payroll shall be as follows:

1995	9.700%
1996 - 1999	10.500%
2000 - 2002	8.750%
2003	9.00%
2004	9.250%
2005 and subsequent years	9.350%

plus the following percentages of NAD salary equivalents (packaged) for interdivision employees who declare the United States or Bermuda as their tax base:

2000	6.375%
2001	8.000%
2002	9.625%
2003	11.500%
2004	11.750%
2005 and subsequent years	11.850

In addition the General Conference shall pay the following percentages of U.S. gross tithe:

1998	.0500%
1999	.1000%
2000	.1500%
2001	.2000%
2002	.2500%
2003 and subsequent years	.3000%

2. *North American Division*—Contributions from the North American Division payroll shall be as follows:

1996 - 1999	10.5000%
2000 - 2002	8.7500%
2003	9.000%
2004	9.250%
2005 and subsequent years	9.350%

In addition the North American Division shall pay a percentage of gross tithe received by United States conferences:

1998	.0500%
1999	.1000%

2000	.1500%
2001	.2000%
2002	.2500%
2003 and subsequent years	.3000%

3. Conference Organizations—Union conferences and local conferences shall pay a percentage of their tithe receipts for the calendar year as follows:

0500% 3000% 5500% 8000%
5500%
8000%
0500%
3000%
5500%
8000%
050%
300%
400%

Where the union conferences receive direct payment of tithe from members, the amount paid to the Plan shall be the same as if the tithe had been paid through the local conference:

1992	7.7550%
1993	8.0300%
1994	8.3050%
1995	8.5800%
1996	8.8550%
1997	9.1300%
1998 - 1999	9.4050%
2000 -2002	7.4800%
2003	7.730%
2004	7.980%
2005 and subsequent years	8.066%

plus, union conferences shall pay the following percentages of gross tithe received by their conferences:

1998	.0500%
1999	.1000%
2000	.1500%
2001	.2000%
2002	.2500%
2003 and subsequent years	.3000%

- 4. *Institutions*—The following percentages of the basic remuneration of all employees:
  - a. Academies, colleges, universities, including participating

subsidiary organizations, Home Study International, and Adventist Colleges Abroad, Inc. except entities that are covered in d. below (excluding student labor). Remuneration of teachers paid through subsidies or through direct appropriations shall be included when computing the amount to be paid to the Plan. Elementary schools and junior academies are excluded from this regulation:

Prior to July 1, 1996	4.000%
July 1996 - June 1997	4.250%
July 1997 - June 1999	4.750%
July 1999 - June 2003	3.000%
July 2003 - June 2004	3.250%
July 2004	3.500%
July 2005 and subsequent years	3.600%

b. Adventist Book Centers shall contribute the following percentages of the basic remuneration of all employees, plus 2 percent of all commissions paid to Adventist Book Center field representatives:

Prior to January 1, 1996	9.000%
1996	9.250%
1997 - 1999	9.750%
2000 -2002	8.000%
2003	8.250%
2004	8.500%
2005 and subsequent years	8.600%

c. Christian Record Services, Inc. shall contribute the following percentages of the basic remuneration of all employees, and net income of field representatives:

Prior to January 1, 1996	7.000%
1996	7.250%
1997 - 1999	7.750%
2000 -2002	6.000%
2003	6.250%
2004	6.500%
2005 and subsequent years	6.600%

d. Commercial entities of educational institutions that have gross annual sales of over \$200,000 (excluding student labor):

Prior to July 1, 1996	6.000%	
July 1996 - June 1997	6.250%	
July 1997 - June 1999	6.750%	
July 1999 - June 2003	5.000%	
July 2003 - June 2004	5.250%	
July 2004		5.500%
T 1 0005 1 1	F (000/	

July 2005 and subsequent years 5.600%

e. HHES/FHES Offices shall contribute the following

percentages of the basic remuneration of all employees, plus 2 percent of all commissions paid to literature evangelists (excluding students' sales):

	angensis (excluding students sales)
Prior to January 1, 1996	9.000%
1996	9.250%
1997 - 1999	9.750%
2000 -2002	8.000%
2003	8.250%
2004	8.500%
2005 and subsequent years	8.600%
f. Publishing houses	
Prior to January 1, 2000	13.000%
2000 -2002	11.250%
2003	11.500%
2004	11.750%
2005 and subsequent years	11.850%
	r and other qualified radio and
television stations:	-
Prior to January 1, 1996	7.000%
1996	7.250%
1997 - 1999	7.750%
2000 - 2002	6.000%
2003	6.250%
2004	6.500%
2005 and subsequent years	6.600%
h. Adventist Risk Manage	ement Inc.:
Prior to January 1, 1996	7.000%
1996	7.250%
1997 - 1999	7.750%
2000 - 2002	6.000%
2003	6.250%
2004	6.500%
2005 and subsequent years	6.600%
i. Monument Valley Hosp	oital:
Prior to January 1, 1996	5.000%
1996	5.250%
j. Adventist Development	and Relief Agency, Inc.:
Prior to January 1, 1996	7.0000%
1996	7.2500%
1997 - 1999	7.750%
2000 - 2002	6.000%
2003	6.250%
2004	6.50%
2005 and subsequent years	6.60%
1	

k. Amazing Facts, Inc.:

Prior to January 1, 1996	9.000%
1996	9.250%
1997 - 1999	9.750%
2000 - 2002	8.000%
2003	8.250%
2004	8.500%
2005 and subsequent years	8.600%
1. AdventSource	
June 1, 1997 - December 31, 1999	9.750%
2000 - 2002	8.000%
2003	8.250%
2004	8.500%
2005 and subsequent years	8.600%
= · · · · · · · · · · · · · · · · · · ·	

Notwithstanding any Z 10 25 provision to the contrary, the following employers have entered into an agreement with the North American Division regarding employee retirement responsibility: Allegheny East Conference, Allegheny West Conference, Central States Conference, Lake Region Conference, Northeastern Conference, South Atlantic Conference, South Central Conference, Southeastern Conference, and Southwest Region Conference. Contributions to this plan by these employers and their subsidiary employers shall thus be based on that agreement rather than the provision of Z 10 25.

- 5. Contribution to Provide Retirement Allowance—Each participating employer shall provide a contribution to the Retirement Plan equal to the amount of the retirement allowance paid to its retiring employees in accordance with the provisions of Z 40 10.
- **Z 10 30 Remittances** —Plan contributions are to be remitted monthly through the usual denominational channels. It is the duty of union conference and local conference treasurers to collect Plan contributions.
  - 1. Adherence to Plan—No union conference or local conference committee or institutional board shall have authority to change the rates at which these organizations shall make contributions to the Plan or to change the date on which the rates shall become effective.
  - 2. Payment of Contributions—Payment in full of the required contributions is an obligation of all organizations, and when such contributions are not remitted, the unpaid amounts shall be considered liabilities and treated as such in the financial statements of the respective

organizations.

- a. The General Conference shall deduct from appropriations the monthly contributions due from General Conference institutions.
- b. The union conferences shall make monthly payments on behalf of their HHES, college and any other union conference institutions in their territory, excluding those institutions that are participating in the Hospital Retirement Plan.
- c. The conferences shall make monthly payments on behalf of their academy, ABC and other conference institutions.
- d. Interest shall be charged at major bank prime rate on all contributions that are more than 30 days late for current periods.
- e. If Plan contributions become delinquent, the General Conference treasury shall deduct such contributions from annual General Conference appropriations to union conferences.
- f. Contributions to provide retirement allowances shall be billed to union conferences for employees retiring from the union conferences, union conference institutions, conferences, or conference institutions within their territories, and to General Conference institutions for their retiring employees.
- 3. Method of Calculating Contributions—Institutions listed in Z 10 25-4 shall be billed monthly, based on the audited remuneration data for the fiscal year ending in the calendar year two years previous to the billing year. This remuneration data shall be adjusted by the subsequent percentage changes in the remuneration factor through January 1 of the billing year.

#### Z 15 Service Credit

**Z 15 05 Criteria for Recognizing Service** —Employees shall be eligible for service credit prior to January 1, 2000 according to the following:

- 1. Age Parameters—Employees are eligible to earn service credit from the first of the month in which they attain the age of 20 (after attaining age 18 for service before January 1, 1981) up to a maximum of 40 years with the following exception: Service after one's 68th birthday between January 1, 1981 and December 31, 1987 is not counted as service credit unless the employee has been in employment on or after January 1, 1988. Those who began denominational service after attaining age 55 shall not receive service credit for periods prior to January 1, 1988.
- 2. *Remuneration*—Prior to January 1, 1989, employees working in the North American Division and paid above the North American Division remuneration scale were not eligible to earn service credit. Employees

paid above the North American Division remuneration scale shall be eligible for service credit effective January 1, 1989 except for employees paid above the North American Division remuneration scale and participating in an "alternate plan" (for purposes of denying service credit for the period of service with the employer which established the "alternate plan"). For purposes of the preceding sentence, an "alternate plan" shall mean another retirement plan, established in lieu of this Plan, by a participating employer prior to January 1, 1989 to provide pension coverage for employees who were ineligible to earn service credit in this Plan prior to January 1, 1989.

- 3. Year of Service Credit—One year of service credit shall be credited to an employee for each calendar year in which he/she was remunerated for at least 1,950 hours or for at least 11.5 months on a full-time salaried basis for participating employers.
- 4. *Proportionate Service Credit*—After January 1, 1981, an employee who works less than full-time during a calendar year shall be eligible for proportionate credit on the following basis:
  - a. If the employee completes 1,000 hours of service he/she shall be credited with 50 percent of a year of service credit plus proportionate credit for hours between 1,001 and 1,950.
  - b. If the employee completes at least six months of full-time service on a salaried basis, he/she shall be credited with 50 percent of a year of service plus proportionate credit for service that exceeds six months.
  - c. If the employee is paid a salary for less than full-time employment he/she shall be credited with proportionate service credit provided his/her remuneration equals at least 50% of the salary that is paid to full-time employees with equivalent qualifications and responsibilities. All other part-time service shall be recorded on the employee's service record in hours. In cases where the remuneration is paid as a flat amount per month, the number of hours shall be computed by dividing the flat amount for the year by the hour rate that is paid full-time employees for similar work.
  - d. Only full-time service prior to January 1, 1981 that totals at least six full months during a calendar year will be recognized as service credit. The employee also must have received full remuneration in harmony with a denominational wage scale.
- 5. Special Provisions—Employees who serve on a full-time salaried basis for less than six months or less than 1,000 hours, provided such hours average at least 83 per month, shall be granted service credit for the time they serve during the periods listed below.
  - a. During the year an employee began denominational employment and the year he/she is admitted to the Plan on or

after his/her normal retirement date.

- b. During the year an employee began an authorized study leave and the year it ends.
- 6. *Penalty for Breaks in Service*—Employees who prior to qualifying for 10 years of service credit have a break in service that exceeds their previous accrued years of service shall lose the previous credit with the following exceptions:
  - a. Employees who are granted a leave of absence for graduate study and return to denominational service within 90 days of the close of the leave of absence shall not be charged with a break in service.
  - b. Employees who had 15 years of service credit prior to January 1, 1981, or have 25 years of service credit by the time of their admission to the Plan, shall not be subject to this regulation.
  - c. Full-time employees who were in service on October 1, 1979, but who will not have 15 years of service credit as of January 1, 1981, if they earn 15 years of service credit.
  - d. Physicians, dentists, and optometrists who return to the NAD after having served a minimum of three years as regular interdivision employees, may, without a penalty for breaks, add any subsequent denominational service.
  - e. Service credit after December 31, 1999 shall be counted in this plan for minimum eligibility only.
- 7. *Employed Spouses*—Effective January 1, 1981, an employed spouse shall be eligible to earn service credit even though the retired spouse is receiving a spouse allowance.
- 8. *Medical Leave*—Employees who become disabled will be granted full service credit for the elimination period of X 33, Employee Disability Income Plan, and up to one year immediately following the elimination period while the employee remains eligible for disability income plan benefits.
- 9. Family and Medical Leave of Absence Guidelines—Employees who have taken approved Family and Medical Leave, shall be granted service credit for the time absent from work, during which compensation was received, up to the maximum accrual of twelve weeks in a twelve-month period.
- 10. *Post-retirement Service*—Participants are not eligible to earn service credit while receiving retirement benefits, except to the extent that they are receiving in-service distributions under Z 20 05-5 and 6.
- 11. *Student Labor*—Students, whose work in Seventh-day Adventist educational institutions and affiliated industries is classified as student labor by the employer, are not eligible for service credit.
- 12. Study Programs—Service credit that is granted to persons during

study programs shall not count toward vesting.

- 13. *Termination Settlements*—Service credit shall not be granted for periods covered by a settlement under North American Division policy X 40.
- 14. *Eligibility Pre-1981 Service*—For purposes of eligibility only, the pre-1981 provisions for calculating service credit (service of six consecutive months duration) will be used in cases where application of the revised 6-month rule relative to service before 1981 causes an employee to be ineligible for a benefit and it is not possible to earn additional service credit.
- 15. Required Hours Prior to 1981—Full-time employees who, prior to January 1, 1981, worked an average of at least 36 hours per week are eligible to receive service credit.
- 16. *Insurance Benefits*—Service credit up to a maximum of one year shall be granted for benefit payments made to an employee from an insurance policy paid for by the employing organization. Unemployment compensation benefits are specifically excluded.
- 17. Beginning Date of Denominational Employment—The beginning date of denominational employment is determined to be the later of the employee's first date of employment or the first day of the month in which the age of 20 is attained (first day of the month age 18 is attained for service prior to January 1981). In neither case shall student labor in educational institutions or student literature evangelism be considered regular denominational employment.
- 18. *Vesting*—The following service credit in other plans will be counted toward vesting in this Plan:
  - a. Service credit in the Seventh-day Adventist Church Retirement Plan for Canadian employees as follows:
    - 1) Full time service credit prior to January 1, 1981
    - 2) Part time service credit (credited service) of 1,000 hours or more per year after December 31, 1980
    - 3) If an employee has service credit in both the United States and Canadian Plans in a calendar year, a combination of hours in both plans will be counted toward minimum requirements in this Plan.
  - b. Service credit in the Seventh-day Adventist Hospital Retirement Plan as follows:
    - 1) Full time service credit prior to January 1, 1981
    - 2) Part time service credit of 1,000 hours or more per year after December 31, 1980 and before January 1, 1992
    - 3) If an employee has service credit in both the Hospital Plan prior to January 1, 1992 and this Plan in a calendar year, a combination of hours in both plans

will be counted toward minimum requirements in this Plan

- 19. Accrued Vacation/Paid Leave Cashed Out—Service credit shall not be granted for periods covered by lump sum cash-out payments of accrued vacation or paid leave at termination.
- **Z 15 06** Service Credit after December 31, 1999 Employees shall be eligible for service credit after December 31, 1999 according to the following:
  - 1. Career Completion Option —Notwithstanding any provisions to the contrary, an employee who meets the following criteria for eligibility may irrevocably elect to complete his/her career under this plan, earning up to five additional years of service credit between January 1, 2000 and December 31, 2004:
    - a. Is employed by a participating employer in this plan or the Seventh-day Adventist Church Retirement Plan for Canadian Employees on December 31, 1999.
    - b. Has accrued at least thirty years of service credit on December 31, 1999.
    - c. Will be eligible for retirement benefits prior to January 1, 2005.
    - d. Because the employee has waived the right to participate in the Adventist Retirement Plan, the employer shall make contributions to this plan equal to the maximum contributions, including the basic and matching contributions, that would have otherwise been paid into the Adventist Retirement Plan.
    - e. If the employee continues to be denominationally employed after December 31, 2004, he/she immediately becomes eligible to participate in the Adventist Retirement Plan (defined contribution plan.)
  - 2. *Disabled Employees*—Employees who became disabled while earning service credit in this plan will be granted service credit during the elimination period of the Employee Disability Income Plan and up to one year immediately following the elimination period while the employee remains eligible for Employee Disability Income Plan Benefits. (See NAD X 33 30)
  - 3. *Eligibility*—Service credit after December 31, 1999 shall be applied toward vesting and minimum eligibility purposes described in Z 20.
- **Z 15 10 Service Verification**—Each entry on the service record of an employee shall be verified by an officer or the Personnel Director of the employing organization. This signature does not guarantee that such service will count toward eligibility for retirement benefits. It verifies that the person was employed

during the period indicated. The service shall meet the criteria of the Retirement Plan policies and the final decision is made by the Retirement Plan Committee.

## Z 15 15 Educational Employees

- 1. Employees of K-12 Schools—Full-time employees of K-12 schools who have the option to be off duty during the summer period shall be considered employed from July 1 to December 31 if they serve the full first semester of a school year, and they shall be considered employed from January 1 to June 30 if they serve the full second semester of a school year. Teachers who are employed at least half time shall also be eligible for proportionate service credit during the periods listed above.

  2. Employees of Colleges and Universities—Full-time employees of colleges and universities who have the option to be off duty during the summer period or an equivalent amount of time during the calendar year shall be granted service credit for the period January 1 to December 31, if they serve during the full calendar year, except for the optional off duty time. Teachers who are employed at least half time during the full calendar year shall also be eligible for proportionate service credit during the period January 1 to December 31.
- **Z 15 20 Christian Record Services, Inc.** —Field representatives of the Christian Record Services, Inc. shall be granted a full year of service credit for each calendar year prior to January 1, 2000 in which they work a minimum of 1,950 hours and submit the required number of weekly reports.
- **Z 15 22 Loma Linda Foods**—Prior to January 1, 1984, salesmen of Loma Linda Foods, Inc., shall be granted a full year of service credit for each calendar year they work a minimum of 1,950 hours and submit the required number of weekly reports.
- **Z 15 25 Literature Evangelists** —Regular literature evangelists as defined in NAD Literature Evangelist policy I 75 05 shall be granted a full year of service credit for each calendar year prior to January 1, 2000 in which they work a minimum of 1,680 hours (1,200 hours prior to 1981, and 1,600 hours for 1981 and 1982) and submit the required number of weekly reports. If a literature evangelist completes 900 hours of service he/she shall be credited with 50 percent of a year of service plus proportionate credit for hours between 900 and 1,680. Students who earn scholarships and literature evangelists working as independent contractors are not considered regular literature evangelists and are not eligible for service credit.
- **Z 15 26 Literature Evangelist Account Collectors**—Literature Evangelist Account Collectors shall be granted a full year of service credit for each calendar year prior to January 1, 2000 in which they worked a minimum of 1,680 hours and submitted the required number of weekly reports. If the Literature Evangelist

Account Collector completes 900 hours of service, he/she shall be credited with 50 percent of a year of service plus proportionate credit for the hours worked between 900 and 1,680.

- **Z 15 27 Adventist Book Center Field Representatives** Adventist Book Center field representatives shall be granted a full year of service credit for each calendar year prior to January 1, 2000 in which they work a minimum of 1,680 hours and submit the required number of weekly reports. If an ABC field representative completes 900 hours of service, he/she shall be credited with 50 percent of a year of service plus proportionate credit for the hours between 900 and 1,680.
- **Z 15 35 Local Church and Elementary School Personnel**—A number of conferences have local church and elementary school personnel on their payroll with costs funded by the church or school. Service credit for such service shall be granted for each calendar year prior to January 1, 2000 under the following terms:
  - 1. Unless otherwise prohibited by the Plan, service credit shall be granted to employees in churches and elementary schools such as secretaries, custodians and bus drivers provided:
    - a. They are remunerated for at least 1,000 hours during a calendar year.
    - b. The conference has them on its payroll and for years prior to 1990, their remuneration is at least the federal minimum wage but does not exceed the denominational remuneration scale.
  - 2. A contribution equal to 9 percent of basic remuneration shall be made by the conference to the Retirement Plan on that portion that is reimbursed by local churches and elementary schools for those employees who are receiving service credit. This contribution is not required for these employees after December 31, 1999.
  - 3. Conferences are exempted from applying this provision for elementary teachers (K-10). (The temporary provision for validating the service of such employees, prior to the time they were taken on the conference payroll, expired on January 1, 1975.)
- **Z 15 37 Service Funded by Other Organizations** Because conferences contribute a percentage of tithe receipts to the Retirement Plan, they are exempted from contributing a percentage of the payroll financed by the normal sources of conference income. In some cases, conferences employ individuals whose remuneration is funded partially or fully by other organizations or individuals.
  - 1. Service Credit—Unless otherwise prohibited by the Plan, service credit shall be granted to employees whose remuneration is funded partially or fully by other organizations or individuals for calendar years prior to January 1, 2000 provided:
    - a. They are remunerated for at least 1,000 hours during a calendar year.

- b. They are retained on the conference payroll and, for years prior to 1990, their remuneration is at least the federal minimum wage but does not exceed the denominational remuneration scale.
- 2. Employees Assigned to Other Employers—For years after 1989, service credit for employees assigned to and funded by other employers shall not be permitted except for
  - a. Ministers assigned and serving as pastors or chaplains.
  - b. Employees of not-for-profit organizations having denominational status under the control of the conference provided the full remuneration of all employees is included in the contribution.

For years prior to 1990, prior approval must be granted by the Retirement Plan Committee before such employment begins.

- 3. Contribution—A contribution equal to 9 percent of basic remuneration shall be made by the conference to the Retirement Plan on that portion that is reimbursed by other organizations or individuals for those employees who are receiving service credit. This contribution is not required for these employees after December 31, 1999.
- 4. Exemption from Contribution—Elementary teachers (K-10), publishing department directors, assistant publishing department directors in conferences, publishing department directors and assistant publishing department directors in publishing houses and Family Enrichment Resources, Inc. are exempted from applying this provision even though their salary, or a portion of it, may be funded by a church or another denominational organization. Local church and elementary school personnel are provided for under separate policies and therefore are not covered by this provision (see Z 15 35).
- 5. Service Prior to 1990—Service funded by other organizations prior to January 1, 1990, including denominationally operated nursing homes and member organizations of Adventist-Laymen's Services and Industries, shall be recognized as service credit in accordance with policies prevailing in 1989, provided the required Retirement Plan contribution was made at that time.
- **Z 15 45 Physicians/Dentists** —Service credit is granted to a physician/dentist for calendar years prior to January 1, 2000 under the following circumstances:
  - 1. *Postgraduate Training*—For the period, up to five years, of an approved postgraduate internship, residency program, recognized dental specialty or equivalent in the United States or Canada.
  - 2. Leave of Absence—For the period of time granted to a denominationally employed physician/dentist for further training with or without remuneration, provided the physician/dentist returns to denominational service immediately after completing the further training.

- 3. Required Service—For the period of time a physician/dentist is required to serve in order to be eligible to practice in the assigned country, provided the physician/dentist receives regular denominational remuneration and passes on to the employing organization any additional remuneration received.
- 4. *Vesting*—Service credit granted in accordance with paragraphs 1. to 3. shall be counted toward vesting requirements, one year for each year of denominational service up to a maximum of five years applicable after a minimum of six years of denominational employment has been completed.
- 5. *Indenturement for Loans or Scholarships*—Government or military service which was required as a result of indenturement for loans or scholarships does not apply to denominational service credit.
- **Z 15 50 Military Service** —Persons who went into military service or who were assigned to alternate service in lieu of military service, and who within one year after discharge enter or reenter full-time denominational employment or engage in further training for denominational service and within one year enter or re-enter full time denominational employment upon completion of such training, shall be eligible for service credit for calendar years prior to January 1, 2000 according to the following provisions:
  - 1. Employees Who Went Into Military Service—Employees who went directly from denominational service into military service shall be granted service credit for the actual period they were in military service provided the time they served was the minimum required and their employment was full-time both before and after the military service.
  - 2. Pre-employment Military Service—Employees who served in the military prior to beginning denominational employment but are not eligible for a military pension may be granted up to two years of service credit for the time spent on active full-time military duty if they have less than 40 years of service credit by age 65, provided their denominational retirement service has been full time and continuous to age 65, or to the time of retirement because of disability. Service credit earned after December 31, 1999 in this plan or the Adventist Retirement Plan shall be counted in this plan toward the 40 years of service credit prior to the application of pre-employment military service credit as provided in this paragraph.
  - 3. Uniformed Services Employment and Reemployment Rights
    Act—Effective December 12, 1994, notwithstanding any other provision
    of this Plan to the contrary, contributions, benefits and service credit with
    respect to qualified military service shall be provided under the Plan in
    accordance with section 414(u) of the Code.

## Z 15 60 Graduate Study

1. Service Credit—Service credit for calendar years prior to January 1, 2000 not to exceed two years shall be granted for time spent in obtaining

graduate degrees with less than full or no denominational remuneration

according to the following provisions:

- a. The degree earned is above the Master of Arts level.
- b. The person either begins or returns to full-time denominational service within one year of the awarding of the degree.
- c. Service credit equal to the lesser of two years or the minimum time required to complete the degree shall be granted to persons who earn a doctoral degree.
- d. A maximum of one year of service credit shall be granted for the Master of Divinity or equivalent professional degree.
- e. The degree must be awarded before service credit is granted.
- f. This service credit cannot be counted for vesting purposes.
- 2. Contributions—The organization that employs such persons after the period of graduate study, if other than a conference, shall be responsible to pay to the Retirement Plan the amount that would have been contributed to the Plan during the service credit period if the persons had been on the payroll of that organization.
- **Z 15 62 Postdoctoral Studies** —Service Credit—Effective January 1, 1983, a faculty member or a prospective faculty member who, with prior approval, is authorized to do postdoctoral studies with less than full or no denominational remuneration, may receive up to two years of service credit for calendar years prior to January 1, 2000 provided:
  - 1. He/she begins or returns immediately to university employment on completion of the postdoctoral studies, at a denominationally approved wage scale rate.
  - 2. A contribution is made to the Church Retirement Plan by the university of the amount which would have been contributed had the faculty member or prospective faculty member been on a denominationally approved wage scale during the years for which service credit is granted.
- **Z 15 65 Commission Salesmen** —Salesmen working on a commission basis are considered self-employed persons and are not eligible for service credit, except as provided elsewhere in the Plan policies.
- **Z 15 67 Task Force Workers** Task Force workers are volunteers and are not considered employees; therefore, they are not eligible for service credit.

#### Z 15 68 Adventist Volunteer Service

1. AVS Extension—The service credit of an Adventist Volunteer service worker sent from the North American Division prior to January 1, 1994, whose service is extended beyond the normal two-year period in accordance with NAD O 10 10-4-d shall be validated in the North

American Division by the employing division paying into the North American Division Retirement Plan 15 percent of the NAD US Category A remuneration factor for each month of service beyond the initial two-year period of service.

- 2. Adventist Volunteer Service After December 31, 1993—No service credit shall be granted for AVS volunteers sent from the North American Division after December 31, 1993.
- **Z 15 70 Employee Returning on Special Arrangement**—The service credit for calendar years prior to January 1, 2000 of a person with North America as his/her adopted division who is called to serve in his/her home division on the basis of an employee returning on special arrangement (see NAD D 17 25-3 and GC E 17 25-3) shall be validated in North America by the calling division paying into the North American Division Retirement Plan 10 percent of the NAD US Remuneration Factor for each month of service.

### Z 20 Eligibility

Z 20 05 Service and Age Requirements -1. In order to be eligible for retirement benefits an employee must earn 10 full years of service credit unless the employee qualifies for vesting due to interdivision service as described in paragraph 4. An employee who retired from active service between January 1, 1981 and December 31, 1987 must have begun denominational service before attaining age 55 and must earn 10 full years of service credit before attaining normal retirement age. Employees who terminated denominational service prior to January 1, 1981 must have 15 full years of service credit. Those who began denominational service after attaining age 55 shall not receive service credit for periods prior to January 1, 1988. A person who was out of denominational service on January 1, 1981 and who has at least 10 years but less than 15 years of service credit shall have to earn at least two additional years of service credit or the difference between his/her service credit and 15 years, whichever is less, in order to be eligible for benefits. Up to ten years of service credit between January 1, 2000 and December 31, 2014 in the following plans shall be counted for vesting and minimum eligibility thresholds:

- a The Adventist Retirement Plan
- b. The Seventh-day Adventist Church Retirement Plan for Canadian Employees.
- c. A retirement plan operated by the Bermuda Conference.
- d. The Kettering Medical Center Retirement Plan for only those employed in the Kettering College of Medical Arts who were also employed in that organization as of December 31, 1999.
- e. The Regional Conference Retirement Plan for only those employed by an employer of the North American Division as of December 31, 1999.

2. Normal Retirement Age—A participant who has terminated full-time denominational employment shall be entitled to begin receiving retirement benefits in a monthly amount starting on the first day of the month in which he/she attains normal retirement age according to the following schedule:

			<u>Normal</u>
	Year of Birth		Retirement Age
Through the year 2002	1937 or	earlier	65
	2003	1938	65 and 2 months
	2004	1939	65 and 4 months
	2005	1940	65 and 6 months
	2006	1941	65 and 8 months
	2007	1942	65 and 10 months
2008 -	2019	1943 - 1954	66
	2020	1955	66 and 2 months
	2021	1956	66 and 4 months
	2022	1957	66 and 6 months
	2023	1958	66 and 8 months
	2024	1959	66 and 10 months
	2025	1960 and later	67

- 3. Early Retirement—A vested employee who has attained age 59 1/2 may retire at any time prior to his/her normal retirement age and thereupon shall be entitled to receive a retirement benefit in a monthly amount starting on the first day of the month following the date of his/her actual retirement from employment or the first day of the month after he/she attains the age of 59 1/2, if he/she is not in denominational service at that time. A reduction in retirement benefits shall apply in accordance with NAD Z 35 05-1 if such early retirement begins after December 31, 1999. (Minimum requirements prior to January 1, 2005 are age 62 and 35 years of service credit.)
- 4. Vested Retirement—An employee who after February 1, 1981 terminates denominational service prior to normal retirement age and who has earned at least 10 years of service credit shall be entitled to receive a retirement benefit in a monthly amount starting on the first day of the month in which he/she attains normal retirement age. A North American Division based interdivision employee who was an interdivision employee on or after December 31, 1991 and has earned a minimum of 6 years of service credit as an interdivision employee shall be considered vested. Pre-embarkation, furlough, and permanent return salary shall be counted as interdivision service.
- 5. *Minimum Distribution Rule*—Notwithstanding any other provision of this plan, distributions will be in accordance with Code section 401(a)(9), including the incidental death benefit requirements of section

- 401(a)(9)(G) and Treasury regulations thereunder, including section 1.401(a)(9)-2. Post-retirement benefit payments under this Plan to a participant's beneficiaries shall be limited so that the actuarially determined present value of the payments to be made to the participant, determined as of his/her retirement date, is more than 50 percent of the actuarially determined present value, determined as of his/her retirement date, of the total benefits payable to the participant's spouse shall be deemed to satisfy the preceding sentence if no such payment is greater than the monthly payments the participant was receiving during his/her lifetime (with cost-of-living increases no greater than those the participant would have received if he/she had not died).
  - a. For years after 1986, in the case of a participant who attains age seventy and one-half  $(70\frac{1}{2})$  before January 1, 1988 or after December 31, 1997, distributions must commence no later than the first day of April following the later of the calendar year in which the participant retires, or attains age seventy and one-half  $(70\frac{1}{2})$ .
  - b. In the case of a participant who attains age seventy and one-half (70½) between January 1, 1988 and December 31, 1997, distributions must commence no later than the first day of April following the calendar year in which the participant attains age seventy and one-half (70½), even if he/she is still in employment. Participants who attain age seventy and one-half (70½) in 1988 may choose to delay receiving distributions until no later than the first day of April 1990.
  - c. If any additional benefits accrue to a participant after distributions from this Plan begin, distribution of such additional amounts, as a separate identifiable component, will commence in accordance with U.S. Treasury Regulations beginning on the first day of the first month of the calendar year immediately following the calendar year in which the additional benefits accrued.
  - d. If a participant dies before distribution of his/her interest commences, his/her entire interest will be distributed to his/her beneficiaries in substantially equal installments over the lives of the beneficiaries, or a shorter period.
  - e. Benefit increases for years in which in-service distributions are made shall be reduced in accordance with Treasury regulations by the actuarial equivalent of such in-service distributions
- 6. *In-Service Distributions to Part-time Employees*—Effective January 1, 1992, an employee who is entitled to retire and receive normal or early retirement benefits under Z 20 05-2 or -3 above may receive in-service distributions of such normal or early retirement benefits for months during which he/she provided no service to his/her employer other than as a part-time employee.

- a. Such distributions shall begin or resume on the later of:
  - 1) The date such participant's distributions would begin under Z 20 05-1 or -2, if he/she had retired prior to that date; or
  - 2) The first day of a month following a month for which in-service distributions are payable.
- b. If any additional benefits accrue to a participant after distributions from this Plan begin, distribution of such additional amounts, as a separate identifiable component, will commence on the first day of the first month of the calendar year immediately following the calendar year in which the additional benefits accrued.
- c. Benefit increases for years in which in-service distributions are made shall be reduced in accordance with Treasury regulations by the actuarial equivalent of such in-service distributions
- **Z 20 10 Disability Retirement Benefits** —This policy only applies to employees who are denied disability income benefits under X 33 because of a disability occurring during 1996 from a pre-existing condition at January 1, 1996. An employee who retired from employment because of disability shall be entitled to receive, for so long as he/she is disabled, a monthly disability retirement benefit subject to the following conditions:
  - 1. The employee must have a minimum of 15 years of full-time service—the last five years of which must have been continuous with the exception of a break that was caused by a health problem.
  - 2. Employees who are appointed from the North American Division to serve in another division shall be granted retirement benefits on a compassionate basis because of disability without regard to length of service if they are disabled while serving in another division.
  - 3. Until normal retirement age, disability retirement benefits shall be based on the employee's service credit or 20 years, whichever is greater. Until the employee reaches normal retirement age or qualifies for early retirement, the benefits shall be limited to the single life benefit rate without a spouse allowance. Even though the spouse of a participant who is receiving disability retirement benefits will be eligible to receive a survivor benefit, the reduction in the joint and survivor benefit (see Z 20 15-2) shall apply only at the time the participant begins to receive either an early or normal retirement benefit. If the participant dies before qualifying for regular benefits, section Z 20 30 will apply to his/her surviving spouse.
  - 4. Notwithstanding Z 20 10-3 above, in no event may the amount of a participant's disability retirement benefit exceed an amount greater than the sum of:
    - a. the maximum amount that would be a qualified disability benefit under Code section 411(a)(9) and Treasury Regulation

section 1.411(a)-7, and

- b. the maximum amount that would be a Social Security supplement under Code section 411(a)(9) and Treasury Regulation section 1.411(a)-7.
- 5. The granting of retirement benefits on the basis of disability before retirement age will be limited to those who experience the disability and apply for benefits while in full-time denominational employment. Exceptions may be made for employees who voluntarily discontinue service in an effort to find employment that is compatible with their health condition and who apply for benefits within two years, provided this arrangement is recommended by the employing organization and approved by the Retirement Plan Committee at the time of termination of denominational service.
- 6. Until normal retirement age, disabled full-time employees who otherwise qualify shall not be eligible for disability retirement benefits while they are receiving Workers' Compensation Benefits as salary replacement (including the time period covered by lump settlements) except for the difference between the two benefits when Workers' Compensation is less than disability benefits. Such employees shall be eligible to apply for disability benefits if they are still disabled when Workers' Compensation terminates provided they do so within six months
- 7. When participants who earned service credit after December 31, 1980 and who have earned less than 30 years of service credit, reach normal retirement age, they shall be granted additional service credit equal to 50 percent of the period of time they received disability benefits with the total service credit not to exceed 30 years, and their benefits shall be adjusted accordingly. If the adjusted total service credit is less than 20 years, the participant will receive a reduction in monthly benefits. If the participant dies before reaching normal retirement age the additional service credit shall be calculated to the time of death and be included in the surviving spouse benefit calculation. Service credit according to the provisions of this paragraph shall continue to be granted for those receiving disability benefits from this plan on and after December 31, 1999
- 8. Employing organizations shall be responsible for making a termination settlement with disabled employees who are neither eligible for disability retirement benefits or who will not be eligible when they reach normal retirement age.
- 9. Disability participants who have regained their health to the degree of being able to resume employment in the denomination or elsewhere are expected to do so and their benefits will be terminated. Persons who average 20 hours per week or more will be considered employed.
- **Z 20 15 Joint and Survivor Annuity** —Married denominational employees are automatically eligible for the joint and survivor annuity (unless they elect single

life benefits) according to the following provisions:

- 1. The employee has been married to his/her spouse for the period of one year immediately preceding his/her retirement benefit starting date.
- 2. The retirement benefit payable to the participant during his/her lifetime shall be reduced by a percentage equal to:
  - a. Ten percent plus one percent for each full year in excess of five by which the participant's birth date precedes that of the spouse.
  - b. Ten percent minus one percent for each full year in excess of five by which the participant's spouse's birth date precedes that of the participant but the ten percent shall in no case be reduced to less than two percent. (The spouse allowance is excluded from the computations in a. and b.)
- 3. Payments to the participants shall continue in a reduced amount and shall not be increased, regardless of whether his/her spouse predeceases him/her.
- 4. A participant's benefits shall be paid to his/her surviving spouse for two months following the month in which his/her death occurs. After that, the payment shall be reduced to 50 percent of the monthly annuity the participant was receiving at his/her death.

## **Z 20 20 Spouse Allowance** —Married employees may qualify for a spouse allowance according to the following provisions:

- 1. The employee must have earned at least 20 years of service credit on the retirement benefit starting date and have a spouse to whom he/she has been married for the immediately preceding period of one year.
- 2. The spouse allowance is a monthly amount equal to the participant's retirement benefit (before the reduction for the joint and survivor annuity) multiplied by 1.25 percent for each of his/her years of service credit provided, however, that the spouse allowance shall be reduced by one percent for each full year in excess of five by which the employee's birth date, precedes that of his/her spouse. No spouse allowance shall be paid prior to receipt by the Committee of a written application.
- 3. The spouse allowance shall be terminated two months after the month in which death of the spouse occurs and will not be reinstated if the participant remarries. If the spouse survives the participant, such spouse is eligible for a continuation of a proportionate share of the spouse allowance based on the years married to the participant while he/she was earning service credit, provided the spouse was married to the participant during at least 10 years of such service.
- 4. The spouse allowance shall be reduced by the portion of a retirement benefit (other than Social Security or other type of retirement benefit provided in lieu of Social Security) that is received by the spouse of a participant from this plan or another plan that was funded by the employer. A lump sum distribution shall be computed on the basis of a

monthly annuity payable for life.

- 5. A spouse allowance shall not be paid during such time as a spouse, otherwise entitled to a spouse allowance under Sections Z 20 25, Z 20 30 and Z 35 07, is employed an average of 20 or more hours per week.
- 6. A spouse allowance shall not be paid to a participant if the spouse is eligible for retirement benefits based on his/her own service. An exception may be made if the spouse elects, in writing filed with the Committee, not to receive benefits based on his/her own service.
- 7. Up to ten years of service credit between January 1, 2000 and December 31, 2014 shall be counted in this plan for minimum eligibility purposes only.
- 8. A spouse allowance payable from this plan for those who participate in the Adventist Retirement Plan (ARP) prior to retirement will be proportionalized by calculating what the spouse allowance would have been for total years of NAD service (including eligible service credit after December 31, 1999) and multiplying that sum by a fraction, the numerator of which is the years of pre-freeze service credit, and the denominator of which is the combined years of pre-freeze and post-freeze service credit.
- **Z 20 25 Surviving Spouse** Retirement Benefit Eligibility Prior to Death of Employee—If an employee dies while in employment at a time when he/she could have retired and begun to receive an early or normal retirement benefit and is survived by a spouse to whom he/she had been married for at least one year immediately preceding his/her death such spouse shall be eligible for a surviving spouse benefit. This benefit shall equal the monthly amount which such spouse would have received if the employee was receiving a retirement benefit in the form of a joint and survivor annuity, as well as any spouse allowance for which he/she might qualify.
- **Z 20 30 Surviving Spouse** *Benefit* —*Death of Employee Prior to Retirement Benefit Eligibility*—The surviving spouse of an employee or vested former employee who dies before reaching retirement age shall be eligible for survivor benefits according to the same formula as the joint and survivor annuity, as well as spouse allowance, if eligible. This shall be based on the number of years the spouse was married to the employee while in denominational service according to the following provisions:
  - 1. The spouse has reached the normal retirement age (or, if earlier, April 1 following the calendar year in which the employee would have attained age 70½); and
    - a. The spouse was married to the employee during at least 15 years of his/her service credit, or
    - b. The spouse was married to the employee during at least 10 years of his/her service credit and was above the age of 55 at the time of the employee's death while in denominational service,

or

- c. The spouse was married to the employee during at least 10 years of his/her service credit and also qualifies for retirement benefits from his/her own service credit.
- d. Up to ten years of service credit between January 1, 2000 and December 31, 2014 shall be counted in this plan for minimum eligibility purposes only.
- 2. Surviving spouses who qualify for survivor benefits may be granted early reduced retirement benefits if the following conditions apply:
  - a. Survivor is between 55 and the normal retirement age at the time of the employee's or participant's death.
  - b. Employee or participant died while in active service.
  - c. The employee was employed continuously for a minimum of five years prior to his/her death.
  - d. Spouse has not been employed on a regular basis and does not have suitable employment skills.

The reduction shall be one percent of the benefits for the rest of their lives for each full year that their age is below 60, and shall apply to the survivor benefit and the spouse allowance.

- 3. In cases where a person has been married to more than one denominational employee, the survivor benefit shall be based on the service record of the last employee/participant or the total years married to the denominational employees during at least ten years of their service credit, whichever is most, up to a maximum of 40 years.
- 4. Survivor benefits based on the service of an employee who died before retirement age shall be limited to the years that the spouse was married to the employee during which the spouse was not earning service credit from denominational employment or retirement credit with another organization. (Surviving spouses may forfeit some earned service credit in order to qualify for survivor benefits.)
- 5. Up to ten years of service credit between January 1, 2000 and December 31, 2014 shall be counted in this plan for minimum eligibility purposes only.
- **Z 20 35** Surviving Spouse Temporary Benefit —In the event of the death of a full-time employee who was a participant in this Plan on December 31, 1999 and who is survived by a spouse to whom he/she was married the entire calendar year of 1999, such spouse shall be eligible to receive temporary benefits according to the following provisions:
  - 1. The temporary benefit shall be paid as long as the spouse has not remarried and is employed less than an average of 20 hours per week and either:
    - a. The spouse has a dependent child who is less than 8 years of age and has not yet begun elementary school, or
    - b. The spouse is engaged (for a period not to exceed 24

- months) in acquiring skills to enable such spouse to find employment.
- 2. The temporary benefit shall be based on the employee's service credit and benefit rate factor or a minimum of 20 years whichever is greater.
- 3. This assistance is limited to the surviving spouses of employees who die while in full-time denominational service.
- **Z 20 40** Single Life Annuity Option —At least 30 days prior to the retirement benefit starting date, an employee may, by filing a written election with the Committee and with the written consent of his/her spouse, elect to have his/her retirement benefits paid to him/her in the form of a single life annuity payable monthly for his/her life in lieu of payment in the form of a joint and survivor annuity. In the absence of full disclosure of this option during the application process an employee and his/her spouse may choose to accept or revoke any such election by written notice to the Committee within 90 days of the date the first monthly benefit is issued.
- **Z 20 45 Eligibility for More Than One Benefit** —A surviving spouse may be granted survivor benefits and his/her own retirement benefits if he/she meets the eligibility requirements of the two types of benefits. The years that the spouse was married to the employee may not be added to his/her own service credit in order to qualify for either a surviving spouse or his/her own retirement benefits.
- **Z 20 50** Military Chaplains When an ordained minister enters the military services as a denominationally approved chaplain the following shall apply:
  - 1. Service Record—The service record shall include denominational service and military service prior to January 1, 2000. When a chaplain who has become eligible for a government pension reenters denominational employment, service credit and regular denominational remuneration will be granted even though he/she is currently receiving a pension.
  - 2. Government Pension—A chaplain receiving a government pension for active duty, who has re-entered denominational employment and later applies for denominational retirement benefits is eligible for the difference between the denominational benefits and his/her government pension if the latter is less. However, a government pension for a reservist chaplain shall not be considered in calculating benefits. The same principle shall apply in the case of a surviving spouse, provided arrangements have been made for inclusion in the Survivor Benefit Program. Surviving spouse benefits for spouses of chaplains who terminated military service after December 31, 1994 shall be based on the maximum military Survivor Benefit Program.
- **Z 20 52 Non Denominationally Employed Chaplain** Up to ten years of service credit between January 1, 2000, and December 31, 2014, shall be counted

in this plan for vesting and minimum eligibility thresholds for non denominationally employed chaplains under the following conditions:

- 1. They have obtained Adventist Chaplaincy endorsement as Seventhday Adventist ministers serving as chaplains.
- 2. They are classified as full-time employees.
- 3. They participate in the Adventist Retirement Plan and contribute at least two percent of the Remuneration Factor to that plan.
- **Z 20 55 Ministers From Other Denominations** —When a minister who has served another denomination enters the ministry of the Seventh-day Adventist Church before he/she has passed his/her fifty-fifth birthday and is unable because of a health problem to meet the 10-year minimum requirement for retirement benefits, the Committee is empowered to grant benefits at the 10-year rate if the minister is not eligible for a pension from his/her service in another church organization but whose combined service prior to January 1, 2000 in the previous church and the Seventh-day Adventist Church amounts to at least 10 years.
- **Z 20 60 Marriage of Single Participant** —A single participant receiving benefits from the Plan on his/her own service record shall continue receiving benefits from the Plan after marriage.
- **Z 20 65 Remarriage of Regular Participant** —A widower or widow either receiving or eligible for regular benefits on the basis of his/her own service or his/her former spouse's service, or a combination of both, shall continue receiving benefits from the Plan after marriage.

## **Z 25** Independent Transfers

When an employee discontinues service in one division and moves to the North American Division without being transferred in the regular way, thus effecting an independent transfer (NAD D 17), the following provisions shall apply to the processing of his/her application for retirement benefits, to the determining of his/her eligibility for such benefits, and to the assigning of responsibility for the funding of benefits by the divisions in which he/she served:

- **Z 25 05 Responsibility for Benefits** —There shall be no transfer of responsibility for retirement benefits to or from the North American Division.
- **Z 25 10 Applications**—The employee shall be eligible to apply through the Retirement Plan office in North America for retirement benefits from each of the divisions in which he/she has served provided he/she has accumulated the required minimum service credit as outlined in Z 25 15.
- **Z 25 15 Minimum Service Requirements**—The years of service credit required for an independent transferee to apply for retirement benefits shall be as follows:
  - 1. For those who independently transferred between January 1, 1978 and December 31, 1991:

- a. A minimum of 15 full years of service credit shall be required in one of the divisions to which the employee is applying or
- b. A minimum of 10 full years of service credit in each of the divisions if that is the minimum requirement in each of the divisions to which the employee chooses to apply.
- c. In addition to the 10- or 15-year requirement in a. or b. above, a minimum of 10 full years of service credit shall be required in each of any other divisions to which the employee chooses to apply for retirement benefits.
- d. Up to ten years of service credit between January 1, 2000 and December 31, 2014 shall be counted in this plan for minimum eligibility purposes only.
- 2. For those who independently transferred between January 1, 1992 and December 31, 1999: The years of service credit required for an independent transferee to apply for retirement shall be the minimum number of years required for vesting in each division in which service is given.
- **Z 25 20 Basis of Benefits** —After minimum vesting requirements have been met in each division, eligibility for retirement benefits, spouse allowance, and disability benefits shall be based on the total years of service credit in all divisions with this plan bearing the costs based on its proportionate share of total service credit in accordance with its policies.
- **Z 25 Service Credit**—The service credit which an employee may apply toward retirement benefits from the divisions where he/she has served shall be the first 40 years, except in those cases where the independent transfer was made after December 31, 1977.
- **Z 25 30 Service After Age 55**—Persons who came to North America on an independent transfer between January 1, 1978 and December 31, 1987 and who entered denominational employment in North America after their fifty-fifth birthday shall not be eligible to earn North American Division service credit prior to January 1, 1988 even though they have served in another division.
- **Z 25 40 Exclusions** —These provisions do not apply to employees who are called to North America as interdivision employees from other divisions. Employees who come to North America on an independent transfer and are later appointed to interdivision service with North America as their adopted base division shall continue earning North American service credit.
- **Z 25 45 Beginning Date** —The above provisions shall apply to those employed on an independent transfer basis after December 31, 1977. For provisions applicable to those employed on an independent transfer basis prior to January 1, 1978, refer to the 1975 Sustentation Policy, paragraph nine, except that the

minimum ten years of service credit in the North American Division shall be substituted for the minimum vesting of fifteen years of service credit referred to in paragraph 38 for those who terminate employment in this division subsequent to January 1, 1981.

- **Z 25 50 Employee Returning to Home Division** —When an employee who has made an independent transfer to the North American Division is subsequently called or transfers independently to his/her home division, retirement responsibility for his/her service shall be in harmony with the following provisions:
  - 1. If the employee made his/her first independent transfer to the North American Division before January 1, 1978, and if he/she has a minimum of ten years of service credit in North America, he/she may request that the North American Division assume responsibility for his/her total denominational service up to the date of his/her reemployment by the home division. If he/she elects not to make this request, the responsibility for his/her service shall be shared by the divisions in harmony with Z 25 20.
  - 2. If the employee made his/her first independent transfer before January 1, 1978, but has not fulfilled the ten-year service credit requirement in the North American Division, only his/her service from the time of the independent transfer to the date of re-employment by the home division shall be recognized by the North American Division. However, if the employee returned and was employed by the home division prior to January 1, 1978, he/she may request the North American Division to assume responsibility for his/her total denominational service provided he/she returns to North America on an independent transfer basis and resumes employment by December 31, 1980, and subsequently completes the ten-year service credit requirement.
  - 3. If the employee referred to in paragraph 2. above returns to North America after December 31, 1980, and subsequently completes the tenyear service requirement, he/she may, at the time he/she qualifies for North American Division retirement benefits, request additional North American Division service credit and retirement benefits for only the service credit earned in his/her home division prior to his/her first independent transfer to the North American Division.
  - 4. If the employee made his/her first independent transfer after December 31, 1977, only his/her service from the time of the independent transfer to the date of re-employment by the home division shall be recognized by the North American Division.
  - 5. Regardless of the date when the employee made his/her first independent transfer to the North American Division, he/she shall be allowed to add to his/her service in North America any subsequent service in that division, provided he/she returns to North America on an independent transfer basis.

6. See Z 15 70 for provisions for employees who return to home division under special arrangement.

## Z 25 55 Special Provisions for Retirement after December 31, 1999

- 1. Notwithstanding other restrictions or provisions in this policy, special provisions apply for those employees who meet the following eligibility criteria:
  - a. Effective date of retirement is after December 31, 1999, and b. Independent transfer to the North American Division occurred after December 31, 1977 and before January 1, 2000, and
  - c. Employee was an employee of a participating employer on December 31, 1999
  - d. Employee vests in this plan by December 31, 2014 with at least ten years of North American Division qualifying service.
- 2. For employees meeting the above criteria,
  - a. Vesting in the home division need not to have occurred.
  - b. All pre-independent transfer denominational service credit, shall qualify for calculation of monthly benefits, retirement allowance, health care assistance, death benefits and any other retirement benefit provided under this plan.
  - c. The Plan will seek either reimbursement or direct payment from the retirement plans of previous employers, subject to the provisions of those plans.
  - d. Benefits will not be recalculated if the employee elects to return to his/her previous division.
  - e. Qualifying employees who have retired prior to January 1, 2005 are eligible for an immediate adjustment in benefits retroactive to the post-1999 retirement date.

## **Z** 30 Applications

**Z 30 05 Application Procedure**—Applications for benefits from the Plan must be accompanied by satisfactory evidence that the persons are entitled to benefits, and applications shall be processed as follows:

- 1. *Employees of Participating Employers*—Applications from employees of participating employers shall be processed by the responsible officer of the participating employing organization and forwarded to the union.
- 2. Former Employees of Participating Employers—Applications from former employees not currently employed shall be processed by an officer of the last employing organization and forwarded to the union.
- 3. *Employees of Conference Institutions*—Applications from employees of conference institutions shall be processed through the conference which in turn will forward the applications to the union.
- 4. Employees of Union Institutions—Applications from employees of

union institutions shall be processed by the institution and forwarded to the union.

- 5. Employees of the General Conference, North American Division and Their Institutions—Applications from employees of the General Conference, the North American Division or their institutions shall be processed by the appropriate officer and submitted directly to the Retirement Plan Office.
- 6. *Final Approval*—All applications shall be forwarded to the Retirement Plan Office for the final approval of the Retirement Plan Committee.

**Z 30 10 Protection of Plan** —Conference committees and institutional boards should protect the Plan by declining to recommend applications of persons who do not qualify for benefits.

#### Z 35 Benefits

- **Z 35 05 Monthly Rates**—The retirement benefits of employees who meet the requirements for eligibility are governed by the following provisions:
  - 1. Rate Computation—The monthly rate is the product of the employee's benefit rate factor (see 4. below) multiplied by his/her years of service credit (not in excess of 40), multiplied by the pension factor in effect as of the date of each payment. (For yearly rate factor purposes years above 40 may be counted.)

In the case of early retirement (see NAD Z 20 05-3) after December 31, 1999, benefits shall be reduced permanently by .5 percent for each month an employee's age is less than the normal retirement age (see NAD Z 20 05-2) or for each month service credit (including all service in the plans indicated in Z 20 05-1) is less than 40 years, whichever yields the greatest monthly benefit. In cases where an employee qualifies for early retirement prior to January 1, 2000, but does not retire until later, no reduction in benefits due to early retirement shall apply. Up to ten years of service credit earned in the plans indicated in Z 20 05-1 between January 1, 2000 and December 31, 2014 shall be counted in this plan for minimum eligibility purposes.

- 2. *Yearly Rate Factors*—An employee's rate factor for each calendar year shall be determined in the following manner:
  - a. Salaried Employees—The employee's remuneration percentage as of the last pay period that is paid in the calendar year shall determine the yearly rate factor according to the following schedule:
  - b. Hour-time Employees—The yearly rate factor of hour-time employees shall be computed by converting the hour rate to a percentage of the remuneration factor used for hour-time employees as follows:

The product of the hourly rate times 38 multiplied by 52 and divided by 12 equals the monthly salary. The monthly salary divided by the remuneration factor equals the remuneration percentage rounded to the nearest percentage.

- c. Sales and Field Representatives—The remuneration percentage of Christian Record Services field representatives, Literature Evangelists, Adventist Book Center Field Representatives, and Loma Linda Foods, Inc, salespersons shall be computed by converting their average monthly earnings during the calendar year (excluding tuition assistance) to a percentage of the remuneration factor rounded to the nearest hundredth percentage. The yearly rate factor is then obtained by matching the resulting remuneration percentage with the yearly rate factor on the schedule found in Z 35 05-2-a. Average monthly earnings are calculated by dividing their annual earnings figure by 12.
- d. Teachers—The yearly rate factor for teachers on the 10-month plan shall be calculated by using the remuneration percentage they would have received if they worked 12 months.
- e. Employees Having Alternative Forms of Remuneration— Effective January 1, 1996, the remuneration percentage of employees who receive part or all of their remuneration in a form other than salary or wages shall be calculated by dividing their average monthly earnings from salary, wages, commissions, bonuses, incentive compensations or other similar types of compensation arrangements by the remuneration factor for the area. The yearly rate factor is then obtained by matching the resulting remuneration percentage with the yearly rate factor on the schedule found in Z 35 05-2-a. Commission salespersons who are considered independent contractors are not eligible for service credit (see Z 15 65).
- 3. Service Records—An employee's monthly salary or hour-time rate as of the last full payroll period in the calendar year, hours or months of full or part-time work, and yearly rate factor shall be recorded on his/her service record each year.
- 4. Benefit Rate Factor—An employee's Benefit Rate Factor shall be the average of his/her rate factors for the ten qualifying years of service prior to January 1, 2000 during which he/she had the highest yearly rate factors and shall be rounded to the nearest hundredth percentage. If the employee's service credit prior to January 1, 2000 is less than ten years, the Benefit Rate Factor shall be the average of his/her rate factors for the qualifying years prior to January 1, 2000.
- 5. *Benefit Starting Date*—Retirement benefits shall begin on the first day of the month in which the participant becomes eligible, but as a general

rule no benefit shall be effective more than 12 months prior to the month in which the application is approved by the Retirement Plan Committee.

Remuneration Percentage	Yearly Rate Factor	Remuneration Percentage	Yearly Rate Factor
165% & above	1.60	123	1.12
164	1.58	122, 121	1.11
163	1.56	120	1.10
162	1.54	119, 118	1.09
161	1.52	117	1.08
160	1.50	116, 115	1.07
159	1.48	114	1.06
158	1.46	113, 112	1.05
157	1.44	111	1.04
156	1.42	110, 109	1.03
155	1.40	108	1.02
154	1.38	107, 106	1.01
153	1.36	105	1.00
152	1.34	104, 103	.99
151	1.32	102	.98
150	1.30	101, 100	.97
149, 148	1.29	99	.96
147	1.28	98, 97	.95
146, 145	1.27	96	.94
144	1.26	95, 94	.93
143, 142	1.25	93	.92
141	1.24	92, 91	.91
140, 139	1.23	90	.90
138	1.22	89, 88	.89
137, 136	1.21	87	.88
135	1.20	86, 85	.87
134, 133	1.19	84	.86
132	1.18	83, 82	.85
131, 130	1.17	81	.84
129	1.16	80, 79	.83
128, 127	1.15	78	.82
126	1.14	77, 76	.81
125, 124	1.13	75 or below	.80

- Z 35 06 Transitional Enhancement —Employees eligible to begin receiving benefits from this plan may be eligible for a transitional enhancement. The single life annuity for service prior to January 1, 2000 will be added to a single life annuity based on an estimate of the Adventist Retirement Plan employer-provided accumulation using actual employer Basic and Match contributions, and actual quarterly performance of the Socially Screened Moderate allocation model as defined by the Adventist Retirement Plan, irrespective of the allocation model selected by the employee and converted to an annuity using inflation and investment return assumptions currently in place by the Plan's actuary. If that combined monthly benefit is less than the single life annuity would have been had the employee completed his/her career under this plan, this plan will 'top up' the single life annuity with a transitional enhancement by the amount of the estimated loss.
- **Z 35 07 Divorce Situations**—In cases where the courts have not made a determination of the ex-spouse's rights to retirement benefits the Committee is empowered to allocate the benefits between the two parties in harmony with approved guidelines.
- **Z 35 09 Allocation of Charges Between Plans**—The cost of the retirement benefits of participants who have served in NAD health care institutions as well as other Church organizations shall be proportionately allocated based on years of service credit between this Plan and the Hospital Retirement Plan.
- **Z 35 10 Rates of Beneficiaries in Other Divisions** The rate of a beneficiary who is not living in his/her base division is as follows:
  - 1. Basic Plan—When a North American beneficiary after retirement moves to another division, he/she shall continue receiving benefits at the North American rate for all years in which he/she was earning North American service credit.
  - 2. Interdivision Employees—A participant who as an employee was called to North America prior to January 1, 2000 and who served continuously in church employment in the North American Division on an interdivision employee basis for at least 10 years or until retirement and is vested for retirement benefits in his/her home division may elect to remain in the North American Division and shall receive benefits according to the North American Retirement Plan policies based on service credit through December 31, 1999 even though it is not his/her base division. For interdivision employees serving in the North American Division as of December 31, 1999, up to ten years of service credit between January 1, 2000 and December 31, 2014 shall be counted in this plan for purposes of meeting the ten year requirement in this paragraph only. Costs of these benefits are allocated according to the following terms:
    - a. If the benefits according to the North American policies are more than they would be in his/her base division, the North

American Retirement Plan shall be responsible for the difference.

- b. If such a participant moves to another division, other than North America prior to January 1, 1999, or returns to his/her base division, on the basis of an official permanent return at the time of his/her retirement or sometime later, he/she shall be eligible to again receive the North American Division rate only if he/she returns to the North American Division within five years of leaving North America.
- c. If such a participant returns to his/her base division for a period of time at his/her own expense, he/she may have his/her retirement check sent to his/her U.S. bank account for up to six months. If he/she chooses to receive benefits in his/her home country or stays longer than six months, his/her rate will be changed to the rate of his/her home division. He/she is eligible to be reinstated to the North American rate if he/she returns to North America within five years of the date of retirement.

#### 3. Retirement Plan Assignees to Home Division

- a. A retirement beneficiary who as an active worker has transferred from his/her home division to the North American Division on the basis of a call or an independent transfer prior to January 1, 2000, and who has elected to retire in the North American Division under the provisions of Z 35 10-2, Interdivision Calls, may be invited to return to his/her home division under the Adventist Volunteer Service plan (NAD O 10) and continue to receive retirement benefits based on the rates of the North American Division in which he/she has retired provided the following conditions are met:
  - 1) The retiree's home division shall request his/her services under the provisions of the Adventist Volunteer Service plan (see NAD O 10).
  - 2) The initial request shall be for a specified period of up to two years (see NAD O 10 05-2).
  - 3) The General Conference shall approve the request.
  - 4) The AVS worker's retirement benefits shall be paid to him/her in North America during the time that he/she is serving in another division.
- b. If the retiree's home division wishes to request his/her further service under the AVS plan, either as an extension of the initial request or as a new request, it shall do so under the same conditions outlined in a. above.
- 4. *Move to Another Division*—If an interdivision employee described in paragraph 2 above moves to another division other than the North American Division after December 31, 1998, he/she may request to continue receiving retirement benefits at the North American Division

rate for the portion of service credit earned while working in the United States or Bermuda.

## Z 35 15 Accrued Pension Supplement

- 1. An Accrued Pension Supplement will be provided to a participant who is described in a. below, but not in b. below:
  - a. A participant is described in this a. if, on December 31, 1991, either
    - 1) Under the Seventh-day Adventist Hospital Retirement Plan ("Hospital Plan") he/she was an active participant with at least fifteen (15) years of Service Credit, as defined under that plan ("Service Credit");
    - 2) He/she was an active participant under the Hospital Plan at least age sixty (60) with at least ten (10) years of Service Credit and who subsequently retired with at least fifteen (15) years of Service Credit, computed without regard to the freeze on Service Credit effective under the Hospital Plan January 1, 1992.
    - 3) He/she was a terminated vested participant under the Hospital Plan with at least fifteen (15) years of Service Credit; or
    - 4) He/she was an active participant under the Hospital Plan for this plan with at least ten (10) years of Service Credit and who subsequently retired with at least fifteen (15) years of Service Credit, computed without regard to the freeze on Service Credit effective under the Hospital Plan January 1, 1992.
  - b. An Accrued Pension Supplement will not be provided to an individual who has at least fifteen (15) years of service credit and either:
    - 1) Was entitled to receive a retirement benefit, other than a disability retirement benefit, commencing prior to January 1, 1992;
    - 2) Was receiving a disability retirement benefit on January 1, 1992, and continuously thereafter;
    - 3) Was an employee, as defined in the Hospital Plan, on December 31, 1991, and who, on that date, was at least age fifty-five (55) with at least twenty-five (25) years of Service Credit;
    - 4) Is entitled to receive medical benefits under the Health Care Assistance Plan for Participants in the Seventh-day Adventist Retirement Plan for the North American Division; or
    - 5) Is a spouse or dependent of a participant described in 1), 2), 3), or 4) above.

- 2. The Accrued Pension Supplement will be added to and paid as part of each monthly retirement benefit payment that is otherwise made to the participant under this plan.
- 3. The monthly amount of the Accrued Pension Supplement during 1992 will be equal to the difference between a. and b. below:
  - a. The amount computed under this a. is:
    - 1) One hundred percent (100%) minus two percent (2%) for each year of Service Credit less than 35 years, multiplied by:
    - a. One hundred twenty dollars (\$120) in the case of a participant who either:
      - (1) Was not married on December 1, 1991;
      - (2) Is not receiving a retirement benefit in the form of a joint and survivor annuity; or
      - (3) Is not married to the spouse to whom he/she was married on December 31, 1991; or
      - b) Two hundred forty dollars (\$240) in all other cases.
  - b. The amount in this b. is computed in the same way as the amount under a. above except that Service Credit shall be replaced by the difference, with respect to such participant, between Service Credit and service credit.
- 4. The Accrued Pension Supplement shall be indexed in the same manner as the pension factor, as defined in the Hospital Plan.

#### Z 35 26 Maximum Benefits

- 1. Notwithstanding any other provision of this Plan, in no event may the amount of an employee's retirement benefit commencing on or after the employee's 62nd birthday exceed an annual amount greater than the lesser of:
  - a. \$90,000, or
  - b. 100 percent of the employee's average compensation from participating organizations during the 3 calendar years in which compensation from participating organizations was the highest.
- 2. The provisions of 1. above will not apply if the annual retirement benefit of an employee who has not at any time been a participant in a defined contribution plan maintained by a participating organization is not in excess of \$10,000.
- 3. If an employee has less than 10 years of participation, the limitation under 1.a. above shall be multiplied by a fraction whose numerator is the employee's years of participation and whose denominator is 10. If an

- employee has less than 10 years of service, the limitations under 1.b. and 2. above shall be multiplied by a fraction whose numerator is the employee's years of service and whose denominator is 10. In no event shall this Section Z 35 26-3 reduce the limitations provided under 1. and 2. above to an amount less than 1/10 of each such limitation, as determined without regard to this Section Z 35 26-3. To the extent provided by the Secretary of the Treasury, this Section Z 35 26-3 shall be applied separately with respect to each change in the benefit structure of the Plan.
- 4. If the payment of a retirement benefit commences prior to the employee's 62nd birthday, the amount under 1.a. above shall be the equivalent of such amount payable at age 62 using an interest rate assumption that is not less than 5 percent. However, such amount shall not be reduced below:
  - a. If the benefit begins at or after age 55, \$75,000; or
  - b. If the benefit begins before age 55, the amount which is the equivalent of the \$75,000 limitation for age 55.
- 5. If the payment of a retirement benefit commences after the employee's 65th birthday, the amount under 1.a. above shall be the equivalent of such amount payable at age 65, using an interest rate assumption that is not greater than 5 percent.
- 6. For purposes of determining the limitations under 1. and 2. above, any retirement benefit payable in a form other than a straight life annuity shall be adjusted to an actuarially equivalent straight life annuity beginning at the same age, using an interest rate assumption that is not less than 5 percent. Any ancillary benefit that is not directly related to retirement income benefits shall not be taken into account, and that portion of any joint and survivor annuity which constitutes a qualified joint and survivor annuity [as defined in section 401(a)(11)(G)(iii) of the Code] shall not be taken into account.
- 7. As of January 1 of each calendar year, the dollar limitation as determined by the Commissioner of Internal Revenue for that calendar year pursuant to section 415(d)(1)(A) of the Code will become effective as the amount in 1.a. above for that calendar year.
- 8. For purposes of this Section Z 35 26, an employee's retirement benefit shall be deemed to include benefits under any defined benefit plan maintained by a participating organization.
- 9. For purposes of this Section Z 35 26, the term "compensation" includes only the employee's wages, salaries, fees for professional services and other amounts received for personal services actually rendered in the course of employment with a participating organization. "Compensation" does not include: (1) contributions to a plan of deferred compensation to the extent that, before the application of this Section Z 35 26, or corresponding provisions of another plan, the contributions are

not includible in the gross income of the employee for the taxable year in which contributed; (2) distributions from a plan of deferred compensation; (3) participating organization contributions made on behalf of an employee to a simplified employee pension plan described in section 408(k) of the Code, to the extent such contributions are deductible by the employee under section 219(b)(7) of the Code; or (4) other amounts which receive special tax benefits, such as premiums for group term life insurance to the extent excludible from gross income of an employee or contributions made by a participating organization towards the purchase of an annuity contract described in section 403(b) of the Code. Notwithstanding the preceding, effective January 1, 1998. "compensation" shall include any (1) elective deferral (as defined in section 402(g)(3) of the Code) made on behalf of the employee, and (2) an amount that is contributed or deferred by a participating organization at the election of the employee by reason of section 125 or 457 of the Code

- 10. This Section Z 35 26 is designed to comply with the benefit limitation provisions of section 415 of the Code and shall be construed in such a way as to comply with those provisions.
- 11. Protection of Benefit Accrued Prior to 1987—If the benefit accrued by an employee as of January 1, 1987 exceeds the benefit limitations set forth in this Section Z 35 26, then the limitations with respect to such employee under this Section Z 35 26 shall be equal to that employee's accrued benefit as of January 1, 1987.
- 12. Notwithstanding any other provision of this Plan, the actuarially determined amount of employer contributions that are equivalent to a participant's benefit under this Plan, as determined in accordance with Treasury Regulation section 1.403(b)-1(d)(4), shall not exceed the exclusion allowance of Code section 403(b)(2) for any year. For this purpose, in accordance with Code section 403(b)(6), all such amounts with respect to the year in which a participant becomes vested and all preceding years shall be treated as employer contributions in the year in which such participant becomes vested.

#### Z 40 Retirement Allowance

**Z 40 10 In General** —Employees who have earned at least 1,000 hours or the equivalent of one-half year of service credit during each of the two years immediately preceding his/her admission to the Plan and go directly from active service into retirement shall be granted a retirement allowance by the Retirement Plan. Employees who qualify for retirement benefits shall be granted the retirement allowance even though their spouse elects the spouse allowance. The retirement allowance is not termination pay but is a retirement benefit provided at the time the participant is eligible for retirement benefits according to the following provisions:

- 1. Amount—The maximum allowance shall be equivalent to five months (865 hours) remuneration (including wages and cost of living adjustment, but not including travel allowance) (see Z 10 05-1) for employees with 40 years of service credit prior to January 1, 2000. For those with less than 40 years the allowance is equivalent to 12.5 percent of a month's basic remuneration for each year of service credit prior to January 1, 2000. (See X 45 12 for retirement allowance based on denominational employment after December 31, 1999.) Prior receipt of a Termination Settlement (see X 40) shall not jeopardize or reduce a retirement Allowance payable after December 31, 2004. In the case of part-time employment immediately prior to retirement eligibility, the Retirement Allowance is calculated at the employee's current remuneration percentage or rate based upon full time service.
- 2. *Disability*—Receipt of disability benefits from the Employee Disability Income Plan (see NAD X 33) shall not jeopardize or reduce a Retirement Allowance payable after December 31, 2004.
- 3. *Interdivision Employees (Missionaries)*—Employees and their spouses who retire directly from interdivision (mission) service shall be granted a retirement allowance based on the NAD remuneration rate.
- 4. Literature Evangelists—Credentialed Literature Evangelists who retire from active service while currently qualifying shall be eligible for a retirement allowance if they meet the retirement plan requirements. The amount of monthly remuneration is based on the average monthly earnings for the previous year's taxable income. Each union conference shall develop a plan for sharing the cost of contributions for retirement allowances between the employing conference and the HHES/FHES. Literature Evangelists who are considered independent distributors, and thus not employees, are not eligible for the Retirement Allowance.
- 5. *Service Credit*—The retirement allowance does not entitle a participant to any additional service credit.
- 6. *Teachers*—The retirement allowance for teachers who are employed on a 10-month basis shall be calculated on the maximum monthly remuneration rate which would be available to them if they were employed on the 12-month basis.
- 7. *Death Before Retirement*—If an employee was eligible to retire at the time of death, but was still employed, the surviving spouse shall be entitled to a retirement allowance in lieu of continuation of remuneration beyond the month of death.
- 8. Sharing Cost of Contribution—If an individual is employed by another organization after passing his/her 60th birthday, his/her previous denominational employer shall be responsible for, and shall pay to the new employer at the time of the employee's retirement, a portion of the contribution required to provide his/her retirement allowance based on the following formula: 50 percent of the contribution plus 10 percent for each year that the employee's age exceeded 60 at the time of transfer.

Signed agreements by employers to share the contribution on a different basis shall be honored. If the individual is called to another organization after age 65, the former denominational employer shall be responsible for the full amount of the contribution required to provide a retirement allowance.

- 9. *Time of Payment*—The retirement allowance shall be paid at the time regular benefits begin and shall be computed at the current remuneration rate.
- 10. Special Exceptions—The requirement that employees go directly from active service into retirement in order to be eligible for a retirement allowance payable at the time regular retirement benefits begin may be waived if the following applies:
- a. Termination of active employment was no more than 36 months prior to being eligible to receive retirement benefits, and
- b. Termination of active employment was at the written recommendation of the last employer, and approved by the Retirement Plan Committee, or
- c. The termination of active employment was due to the transfer of the spouse to a different location or because of retirement of the spouse, or
- d. The Retirement Plan Committee, because of exceptional circumstances, approves a request of the employing organization to waive the requirement that an employee go directly from active service into retirement.

## **Z 45 Participating Employers**

**Z 45 05 Termination of Participating Employers** — Participating employers shall not be permitted to terminate participation in this Plan without specific approval of the North American Division Committee and payment of a share of the unfunded actuarial liability to be determined by the Retirement Plan Committee.

# Z 50 Retirement Plan—Implementation Regulation (as voted by 1980 Annual Council)

The following Plan revisions shall be effective January 1, 1980:

- **Z 10 25 Sources of Funding**—Paragraph 1-c—Conference employees other than those assigned to privately operated institutions, whose remuneration is funded partially or fully by other organizations or individuals.
- Z 15 15 Educational Employees
- Z 15 55 Service in Privately Operated Institutions
- Z 15 70 Nationals Returning on Special Arrangement
- Z 25 50 Employees Returning to Home Division

All other revisions shall be implemented as of January 1, 1981 according to the following regulations:

- 1. The eligibility of applicants who were out of denominational service on January 1, 1981 shall be determined by the pre-1981 policies. (Z 20 05, excluding the provision for early retirement, and Z 20 30.) Such participants' benefits shall be determined by the policies that are in effect at the time of their admission to the Plan. (See also Z 20 05.)
- 2. The eligibility and benefits of persons who are admitted to the Plan from active service after January 1, 1981 shall be determined by the policies that are in effect at the time of their admission except employees who have 32 years of service credit and reach the age of 60 during 1981 shall be eligible for admission to the Plan during that year. Their benefits, however, shall be determined by the post-1980 policies.
- 3. The additional 50 percent that some participants were receiving because of the family rate provision will be considered a spouse allowance after January 1, 1981.
- 4. The benefits of participants who were receiving retirement benefits prior to January 1, 1981 shall be continued according to the pre-1981 policies with the following exceptions:
  - a. The rates of participants and beneficiaries who have been receiving an "additional percentage" shall be recomputed, using the applicable benefit rate factor minus 6.66 percent for those receiving the family rate and 10 percent for those receiving the basic rate and the new rate shall be phased in over a period of years by granting 50 percent of the annual cost of living increase.
  - b. The spouse allowance (additional 50 percent) shall be permanently terminated if a participant loses his/her spouse by death.
  - c. The child allowance granted prior to the 1981 policy shall be terminated as of August 31, 1981 for children who are in school at that time and for other children when they begin school after that date
- 5. Survivor benefits shall be administered according to the following regulations:
  - a. Survivor benefits for the surviving spouses of participants who were receiving retirement benefits prior to January 1, 1981 but who die after that date shall be determined by the pre-1981 policy (Z 20 25 paragraph 1) with the exception of the adjustment in paragraph 4. a. above.
  - b. Survivor benefits for the surviving spouses of the following shall be determined by the post-1981 policies: (Joint and survivor concept)
    - 1) Participants who are admitted to the Plan from active service after January 1, 1981.
    - 2) Employees who serve after January 1, 1981 and die before reaching retirement age.
    - 3) Employees who terminated denominational

- employment before January 1, 1981 but who are not eligible to receive retirement benefits until after that date.
- 4) Employees and participants who die before January 1, 1981 and whose spouses did not qualify for retirement benefits until after that date. Spouses who do not meet the post-1981 eligibility requirements may qualify under the pre-January 1, 1981 policy (Z 20 15) if they are above the age of 55 as of January 1, 1981. (This will only apply to the spouses that were eligible for survivor benefits under the pre-1981 policies.)
- c. In the case of persons who were admitted to the Plan before January 1, 1981 and who die after that date and leave a spouse, the spouse shall be eligible for a continuation of a proportionate share of the participant's benefits if the spouse was married to the participant during at least 10 years of his service credit. (This will only apply to spouses that were eligible for survivor benefits under the pre-1981 policies.)
- d. Surviving spouses of employees and participants who died before January 1, 1981 and whose spouses did not qualify until after that date shall receive benefits at the joint and survivor rate even though they did not share 10 years of service credit with the deceased spouse provided they establish vesting on their own service credit.
- 6. Employees who began denominational service before age 55 shall be eligible to retire under the post-January 1, 1981 policies if they were employed on that date, have been employed full-time during the preceding full year, continue serving until at least January 31, 1981 and have earned at least 10 years of service credit by January 1, 1981.
- 7. Employed Spouse of Participant—Employees are not eligible for service credit for periods of service prior to January 1, 1981 during which their spouse was receiving retirement benefits at the family rate.
- 8. Employees who qualify for early retirement by December 31, 1980 shall be eligible to retire at that time or any time thereafter.

[Auxiliary benefits for retired employees as described in the following pages are separate from the Seventh-day Adventist Retirement Plan of the North American Division and can be found in the North American Division *Working Policy* book.]

### X 45 Benefits for Retired Employees

X 45 05 Denominational Retirement Plans —The Seventh-day Adventist Retirement Plan of the North American Division, a defined benefit plan, has been available to employees of participating employers described in Z 05. Service credit was frozen on December 31, 1999 except for situations specifically provided in that plan. Beginning January 1, 2000 the Adventist Retirement Plan, a defined contribution plan, has been made available for employees of such employers. (see NAD Z or ZZ, Appendix I or II).

X 45 07 Organizations Not Participating in the Retirement Plans —Some denominational organizations that are currently listed in the Seventh-day Adventist *Yearbook* are not participating in one of the denominational retirement plans. Administrators of these organizations have the responsibility to inform their employees in writing that they are not covered by one of the denominational retirement plans and are not earning denominational service credit.

Notwithstanding any X 45 provisions to the contrary, the following employers have entered into an agreement with the North American Division regarding employee retirement responsibility: Allegheny East Conference, Allegheny West Conference, Central States Conference, Lake Region Conference, Northeastern Conference, South Atlantic Conference, South Central Conference, Southeastern Conference, and Southwest Region Conference. Individuals who were employees of such employers as of December 31, 1999 who have signed an affidavit authorizing the transfer of personal pre-2000 service credit to the Regional Conference Retirement Plan shall not be eligible to receive any earned benefits under the terms and policies of the Seventh-day Adventist Retirement Plan of the North American Division or the Health Care Assistance Plan for Participants in the Seventh-day Adventist Retirement Plan of the North American Division.

**X 45 10 Supplemental Retirement Plans** — Since denominational organizations are making substantial contributions to retirement plans of Bermuda, Canada or the United States authorized by the North American Division, and employees are eligible to participate in a national pension plan of one of these countries, employers are not permitted to make contributions to other retirement plans on behalf of employees who are covered by the denominational plans.

X 45 12 Retirement Allowance — Employees who have been employed at least half-time during each of the two years immediately preceding retirement and terminate employment with eligibility to immediately access employer-provided retirement benefits shall be granted a retirement allowance by the employer. The retirement allowance is not termination pay but is an employee benefit provided at the time the participant is approaching eligibility for retirement benefits according to the following provisions:

1. Amount—The maximum allowance shall be equivalent to 12.5 percent

of a month's remuneration (including wages and cost of living adjustment, but not including travel allowance) for each year of NAD denominational employment after December 31, 1999. (See Z 40 for Retirement Allowance earned by service prior to January 1, 2000). Employees who previously received a retirement allowance shall be eligible for a retirement allowance based only on the years of service credit earned after such payments. Prior receipt of a Termination Settlement (see X 40) shall not jeopardize or reduce a Retirement Allowance payable after December 31, 2004. In the case of part-time employment immediately prior to retirement eligibility, the Retirement Allowance is calculated at the employee's current remuneration percentage or rate based upon full time service.

- 2. *Disability*—Receipt of disability benefits from the Employee Disability Income Plan (see NAD X 33) shall not jeopardize or reduce a Retirement Allowance payable after December 31, 2004.
- 3. *Interdivision Employees (Missionaries)*—Employees and their spouses who retire directly from interdivision (mission) service shall be granted a retirement allowance based on the NAD remuneration rate.
- 4. Literature Evangelists—Credentialed Literature Evangelists who are denominational employees who otherwise qualify for retirement benefits plan shall be eligible for a retirement allowance. The amount of monthly remuneration is based on the average monthly earnings for the previous year's taxable income. Each union conference shall develop a plan for sharing the cost of contributions for retirement allowances between the employing conference and the HHES/FHES. Literature Evangelists who are considered independent distributors, and thus not employees, are not eligible for the Retirement Allowance.
- 5. *Teachers*—The retirement allowance for teachers who are employed on a 10-month basis shall be calculated on the maximum monthly remuneration rate which would be available to them if they were employed on the 12-month basis.
- 6. *Service Credit*—The retirement allowance does not entitle an employee to any additional service credit.
- 7. Death Before Retirement—If an employee was eligible to retire at the time of death, but was still employed, the surviving spouse shall be entitled to a retirement allowance in lieu of continuation of remuneration beyond the month of death.
- 8. Sharing Cost of Contribution—If an individual is employed by another denominational employer after passing his/her 60th birthday, his/her previous denominational employer shall be responsible for, and shall pay to the new employer at the time(s) the allowance is paid, a portion of the contribution required to provide his/her retirement allowance based on the following formula: 50 percent of the contribution plus 10 percent for each year that the employee's age

exceeded 60 at the time of transfer. In no case shall an amount greater than 100 percent of the benefit be granted. Payment(s) shall be made directly to the eligible employee by the last denominational employer who shall take responsibility for collection of shared amounts from the other employer(s) involved. Signed agreements by employers to share the contribution on a different basis shall be honored.

- 9. Special Exceptions—The requirement that employees go directly from active service into retirement in order to be eligible for a retirement allowance payable at the time regular retirement benefits begin may be waived by the employer by special action for reasons such as the following:
  - a. Termination of active employment was no more than 36 months prior to being eligible to receive retirement benefits, and
    b. The termination of active employment was due to the transfer of the spouse to a different location or because of retirement of the spouse, or
  - c. The employer may, because of exceptional circumstances, approve a request of the employing organization to waive the requirement that an employee go directly from active service into retirement

# X 45 15 Tuition Assistance for Children of Seventh-day Adventist Retirement Plan Beneficiaries —The tuition assistance policy for children of employees as stated in X 24 shall apply to children of beneficiaries of the Seventh-day Adventist Retirement Plan of the North American Division except where superseded by the following provisions:

- 1. *Eligibility*—Participants in the Seventh-day Adventist Retirement Plan of the North American Division may be granted assistance for their dependent children if the participants:
  - a. Are admitted or are eligible to be admitted to the Plan directly from employment prior to January 1, 1998, or
  - b. Died while in denominational employment prior to January
  - 1, 1998, and
  - c. Were eligible for tuition assistance from his/her last employer.
- 2. *Amount*—Assistance is provided toward the cost of tuition and regular fees. The maximum is 35 percent for day students and 70 percent for dormitory students.
  - a. Children of disability participants whose benefit starting date is prior to January 1, 1996 and employees who are denied disability income because of a disability occurring during 1996 from a preexisting condition on January 1, 1996—100 percent of policy.
  - b. Children of deceased employees/retirees whose spouses are below retirement age and are not eligible for tuition assistance

from an employer—100 percent of the policy as long as the surviving spouse remains unmarried.

c. Children of age participants with 35 or more years of service credit—100 percent of the policy. For those with less than 35 years, the assistance is 100 percent multiplied by the full years of service credit divided by 35.

#### 3. Exclusions

- a. Scholarship grants or tuition assistance is not available from the Tuition Assistance Fund if the student is eligible to receive tuition assistance from a denominational employer.
- b. Tuition assistance is not provided for children who are born or adopted after the participant discontinued full-time denominational service. However, an exception may be made for children born to a participant during the time he/she is receiving disability retirement benefits.
- 4. *Funding*—Tuition assistance for eligible participants shall be funded by an allocation of 1.2 percent of General Conference payroll through December 31, 2000.

**X 45 17 Death Benefit** — Beneficiaries of the Seventh-day Adventist Retirement Plan of the North American Division and their spouses shall be granted a death benefit according to the following provisions:

- 1. *Eligibility*—Upon the death of a beneficiary or a beneficiary's spouse who was eligible for joint and survivor annuity a death benefit shall be paid to the surviving spouse, or if there is no surviving spouse, to the person who has undertaken responsibility for the funeral arrangements. No death benefit shall be paid with respect to the death of a spouse if the participant is receiving retirement benefits in the form of a single life annuity. Up to 10 years of service credit between January 1, 2000 and December 31, 2014 shall be considered for minimum eligibility purposes only.
- 2. Amount—Beneficiaries with 40 or more years of service credit prior to January 1, 2000 are granted a death benefit equivalent to the pension factor. For those with at least 10 years of service credit and less than 40 years the benefit is the pension factor multiplied by years of service credit prior to January 1, 2000 divided by 40. For those receiving disability benefits in accordance with Z 20 10 in the North American Division Retirement Plan with less than 20 years service credit the benefit is based on 20 years.

X 45 18 Retirees Health Care Assistance Plan — Beneficiaries of the Seventh-day Adventist Retirement Plan of the North American Division, their spouses, and dependent children may be granted assistance on health care expenses in accordance with provisions in the Health Care Assistance Plan for Participants in the Seventh-day Adventist Retirement Plan of the North American Division.

- 1. As of January 1, 2005, the level of assistance shall be based on qualifying years of service under the frozen Seventh-day Adventist Retirement Plan of the North American Division (defined benefit plan) and the Adventist Retirement Plan (defined contribution plan). Further, years between 1999 and the effective date of this provision shall apply to those who retired during this window, but only on a prospective basis as of the effective date of January 1, 2005.
- 2. As of January 1, 2003, health care assistance will not be provided for employees with less than 40 years of qualifying service credit who become eligible for and elect to begin receiving retirement benefits prior to eligibility for Medicare until they meet the age qualification for Medicare. Eligibility for health care assistance available to spouses of retirees whose benefits are in the form of a joint and survivor annuity are determined by the eligibility of the retiree.

#### X 45 19 Funding for Health Care Assistance and Death Benefit

- 1. Health care assistance and funeral allowances for beneficiaries of the Seventh-day Adventist Retirement Plan of the North American Division shall be funded by contributions from the participating organizations. The rates may be changed by NADCOM as necessary in order to meet the demands on the funds. Organizations that base their contributions on employee remuneration shall include all employees, including temporary and part-time, with the exception of student labor in educational institutions. In Canada, contributions shall be set by the controlling committee of the healthcare plan for Canadian employees.
- 2. Contributions from the General Conference—The General Conference shall contribute to the Health Care Assistance and Death Benefit Fund the following percentages of payroll:

1995	1.000%
1996-2000	1.300%
2001-2004	2.500%
2005 and subsequent years	3.150%

Plus the following percentages of NAD salary equivalents (packaged) for interdivision employees who declare the United States or Bermuda as their tax base:

2002-2004	2.500%
2005 and subsequent years	3.150%

- 3. Contributions from Conference Organizations—Union conferences and local conferences:
  - a. Regular contributions shall be a percentage of their tithe receipts:

Prior to 2005	2.200%
2005 and subsequent years	2 700%

b. Where the union conferences receive direct payment of tithe from members, the contribution shall be a percentage of their

direct tithe receipts:

Prior to 2005	2.420%
2005 and subsequent years	2.940%

c. Conferences that employ local church and elementary personnel as described in NAD Z 15 35, and employees whose remuneration is funded partially or fully by other organizations or individuals as described in NAD Z 15 37, shall contribute to the Health Care Assistance and Death Benefit Fund the following percentages of payroll:

1992	0.5000%
1993	1.0000%
1994	1.5000%
1995	2.0000%
1996 and subsequent years	2.5000%

No contributions are required for employees described in Z 15 35 or Z 15 37 after December 31, 1999.

- 4. Contributions from Institutions
  - a. Institutions that contribute less than 13 percent of payroll (11.25 percent after December 31, 1999) to the Retirement Plan shall contribute to the Health Care Assistance and Death Benefit Fund the following percentages of payroll:

1992	0.5000%
1993	1.0000%
1994	1.5000%
1995	2.0000%
1996-2004	2.5000%
2005 and subsequent years	3.1500%

b. Contributions shall be billed monthly, based on the audited remuneration data for the fiscal year ended in the calendar year two years previous to the billing year. This remuneration data shall be adjusted by the subsequent percentage changes in the remuneration factor through January 1 of the billing year.

X 45 35 Denominational Employment —Retired participants in the Seventh-day Adventist Retirement Plan of the North American Division may be employed on a part-time basis without the loss of retirement benefits in accordance with Z 20 05-6. Employment by a participating employer on a full-time basis renders the participant ineligible to receive benefits from the Retirement Plan, except for those participants more than 70½ years of age receiving benefits in accordance with Z 20 05-5(b). Benefits may be reinstated when the employee ceases full-time employment again.

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Retirement Plan
North American Division

To All Participating Employer Payroll Centers

#### **RE:** How to Send Contributions To ARP Bank Account

Many of you have asked if we have an easy method for you to transfer money to the ARP bank account each pay period. Some of you are unable to send electronic transfers, and in some places wiring money is quite costly. Working with our bank, Bank of America, we found an inexpensive and easy method for payroll centers to send ARP contributions.

#### Introducing. . . .

<u>Cash Concentration</u> - - A method of transferring money in an automated way from your bank account to the ARP Bank account.

We will provide you with an 800 number to call in your information. You will be assigned a Location Code, which will identify your organization to our bank. We will give you the information that will identify the ARP office when you call in. You will then use the 800 number to provide all necessary identifying information and the dollar amount you wish to transfer *all by using the touch tone key pad on your telephone*. This will notify our bank to initiate an electronic withdrawal from your account.

How do we get your account information? You provide us with the name of your bank, their routing number, and the account number you want the money to be taken from each pay period. It's that simple!

As with any service, the ARP office will be charged fees for using this method of money transfer. To partially offset the service fees that will be charged to the ARP account, there is a \$50 yearly fee that is to be paid when you notify us that you wish to use this service.

How do you get started? Fill out the back of this letter and fax it back to me ASAP. Once you are set up for this service at our bank, we will provide you with specific instructions on how to use this service, as well as the 800 number to call.

Sincerely,

Beth Roberts, Technical Assistant Adventist Retirement Plans

## **Cash Concentration Application**

	Name of Y	Your Organization
Nam	ne of Your Bank	
You	r Bank's Routing Number	<u> </u>
You	r Bank Account Number	
		ffice that we wish to use the <b>Cash Concentration</b> service is a yearly fee of \$50.00, which will be mailed within 14
		should be made payable to the General Conference and l at the bottom of this form.
Date		Signature
Your Phone Number		Printed Name
Your Fax Number		
Please FAX this for	m to: Beth Robo	erts
		Retirement Plans d Columbia Pike
	Silver Spr	ring, MD 20904
	Fax: (301)	) 680-6190

## **Death of an Employee**

Checklists & Policies

### North American Division of Seventh-day Adventists U.S.A.

June, 2003 NAD Retirement Office This booklet is designed primarily to assist in the case of the death of an employee, or in the death of a family member of an employee. While not all provisions apply in every case, it should serve as a reference to know where to start and what to ask.

This booklet may be of value to the following individuals in the case of death of an employee:

- C Administrator of employing organization
- C Pastor of the surviving family
- C Friends of the family
- C Surviving family members

Adventist employees give of their lives to serve the Lord. They sacrifice much in the crusade against evil. When one goes down in battle, it is a duty and privilege to minister to the needs of the family. To do less is unthinkable.

The information in this booklet was believed to be accurate at the time of printing. It is very possible that policies and governmental rules have changed in the interim. This booklet cannot replace a qualified attorney or a certified financial planner. It provides a list of subjects that need to be considered by those dealing with the loss of a loved one. If significant assets or insurance payments are involved, a professional advisor can be of great value.

Key: Italicized numbers indicates a North American Division working policy number.

Italicized statements beneath a section give suggestions as to where to get more complete information.

#### **Financial Matters - Employee**

Upon the death of an employee of the Seventh-day Adventist Church, there are a number of provisions and policies that become effective. Not all of those listed here apply to every employee, and there may be individual employers that provide benefits not mentioned here.

## A. Life Insurance - Church Plans Adventist employers maintain a group life i

X3505

Adventist employers maintain a group life insurance policy for most employees. Most employers have provided opportunity for the employee to enhance this coverage by purchasing additional life-insurance through payroll deductions.

Employer Human Resources office

#### B. AD&D Insurance

X28

Adventist employers offer Accidental Death and Dismemberment policies for traveling staff. Most employers have provided opportunity for the employee to enhance this coverage by purchasing additional AD&D coverage through payroll deductions. If death occurred as the result of an accident, this policy may respond.

Employer Human Resources office

#### C. Automobile Insurance Assistance

X30

In the case of accidental death in a personally owned automobile, assistance may be available. Employees who are eligible for financial assistance are required to carry a high deductible, usually \$500. Policy provides for the employee to claim all but \$50 of the deductible from the employer. Policy permits employees to drop collision coverage on a vehicle worth \$2,000 or less. In that case the deductible assistance is usually provided up to the \$2,000 estimated value.

Employer Human Resources office

#### D. Termination Settlement

X40

Adventist employers may provide a termination settlement in the case of involuntary separation of an employee from employment. Death of an employee qualifies the family for this benefit. The formula is:

25% of monthly salary x years of service up to 20 years of service. The maximum settlement is five months of pay.

Employer Human Resources office

X 40 05 p2 Eligible Recipient X 40 15 p7 Eligibility at death X 40 30 p1 Amount of Settlement

#### E. Retirement Matters

Adventist employers provide retirement benefits for their employees which contain some survivor benefits. Retirement policies and eligibility rules are complex and cannot be thoroughly dealt with in this booklet.

#### Pension survivor eligibility

Service prior to 2000 resulted in a pension with various monthly benefits for the surviving spouse.

#### DC plan eligibility Beneficiary & rollover kit

Service after 1999 in most cases provided an employee with a 403(b) retirement savings account.

Employer Human Resources office Surviving Spouse Retirement Benefits:

Z 20 25 Death While Retirement Eligible
 Z 20 30 Death Before Retirement Eligible
 Z 20 35 Temp. Surviving Spouse Benefits

Appendix B for retirement savings account

#### F. Continuation of Salary

D 50. D65

Adventist employers provide banked leave time. Depending on whether the employee was exempt (salaried) or non-exempt (hour-time) the following leave time may be available to provide continuation of salary for the deceased or the denominationally employed spouse.

- C Unused vacation
- C Unused short-term sick bank
- C Bereavement leave for employed spouse of deceased employee

#### Employer Human Resources office

#### G. Workers' Compensation

If death occurred on the job, the employer's workers' compensation policy should provide assistance, depending on the rules for eligibility and the circumstances of death.

Employer Human Resources office

#### H. Healthcare Assistance

Adventist employers provide a healthcare assistance plan to full-time regular employees, and in some cases family members. However upon the death of an employee such assistance ceases. Employers may have provision for limited continuation of healthcare assistance for survivors.

Employer Human Resources office Adventist Risk Management (800) 638 0589

#### I. Tuition Assistance

X 24

Adventist employers provide tuition assistance to some employees if their children are attending an Adventist educational institution. Employers may have provision for limited continuation of tuition assistance to complete either the semester or the school year.

Employer Human Resources office

#### J. Family Move

X23

Adventist employers provide a retirement move to employees who have been moved by the Church at some time in their career. While the policy does not specifically apply this policy to the death of an employee, employers may provide a move to the surviving family members if that employee would have become eligible for a retirement move.

Employer Human Resources office

#### K. Direct Deposit Account

The family should verify that any direct deposit accounts are accessible by the family after the death of the wage-earner or

ensuing payments may be tied up just at the time they are sorely needed.

#### L. Misc. Assistance

Some employers will provide assistance in a number of areas not specifically spelled out in policy, including:

- C Financial counselor
- C Burial site or other funeral expense assistance
- Repatriation of remains if death occurs away from home

Employer Human Resources office

#### **Financial Matters - General**

Death involves many financial matters. The following items should be considered.

- A. Life Insurance In addition to the employer provided coverage in the above section, the employee may have purchased life insurance personally, either through payroll deduction or directly from a vendor. The survivor may have to make a decision about a payment plan:
  - C Cash payout, or
  - C Fixed payments over time

The Surviving Spouse may wish to consult a financial advisor before making the decision. A cash payout can assist with debt liquidation, but the Surviving Spouse may prefer a steady flow of income.

#### B. Credit Card Insurance

Many credit cards carry various insurance products.

- C Accidental death if death is due to public transportation accident purchased with the card
- Credit card debt insurance, which pays off any outstanding credit card debt

These benefits are usually described in initial enrollment documentation, but can probably be best obtained by calling the service number on the monthly statement from the credit card vender.

#### C. Social Security Survivor Benefits

If the deceased paid into Social Security for at least 40 quarters, the surviving spouse may be eligible for assistance from Social Security. This may include:

- C One-Time Death Benefit
- C Survivor's Benefit for a Spouse or Children
- C Disabled Spouse or Child benefits
  Social Security (800) 772 1213.
  To apply:
  - *C* Deceased birth & death certificates
  - C Marriage certificate
  - C Birth certificates for dependent children
  - C Social Security Numbers for all
  - C Last federal income tax return

#### D. Taxes - Parsonage Allowance issues

If the deceased was a minister, qualifying expenses incurred up to the date of death are reportable to the employer as parsonage allowance and thus excludable from taxable income. This usually involves a report to the employer towards the end of the calendar year.

Employer payroll office, or treasury

#### E. Debt Restructuring

Home mortgage, lines of credit, auto loans, credit card debt are all in somebody's name. Generally, the debt should be registered in the survivor's name. If debt insurance was purchased, apply for it through the vendor. If the Surviving Spouse is not certain, he/she should ask if debt insurance has been purchased.

#### F. Asset Ownership/Title

The Surviving Spouse may need to transfer ownership of key assets, many of which are probably held in both names:

- C Insurance policies
- C Bank and brokerage accounts, signature cards
- C Tax deferred accounts such as IRAs, TDAs, TSAs
- C Automobiles
- C Home
- C Business

Usually a death certificate will be required to make the change.

Insurance agent

Bank

Broker

State Department of Motor Vehicles

#### G. Administration of Will

Probate is the process of caring for personal assets of a person who dies. If there is a will, it may automatically transfers all assets to a surviving spouse, although that is not always the case. If all assets are jointly owned by the deceased and surviving spouse, probate may not be necessary. Legal assistance may be required in the case of complex estates or sizeable assets.

The survivor should review his/her will after the death of a spouse. Circumstances have changed, and generally the will should be re-drafted by a qualified attorney.

#### H. Veteran's Benefits

If the deceased was a veteran, the surviving spouse may be eligible for burial assistance including a lump sum of \$300, a free headstone and either a free burial plot in a national cemetery, or an allowance of \$150 towards a private plot.

Veterans Administration - (800) 827 1000

#### **Miscellaneous Matters**

The following are some miscellaneous issues that need to be considered and cared for.

#### A. Death Certificates

The surviving spouse will need to have certified copies of death certificates. These can be obtained either through the funeral director or directly from the county health department. The survivor should probably get at least twelve certified copies.

## B. Credit Card and Credit History Credit cards held only by the deceased should be cancelled. Outstanding bills should be paid to avoid impacting the

survivor's credit history.

Be careful here. The Surviving Spouse may not know who is the principal credit card holder. Generally the Surviving Spouse informs the credit card company of the death of the deceased so that they will remove his/her name. However if the deceased happens to be the principal card holder the company may cancel the card and denying use of it without notice. The surviving spouse must understand what the credit card company is going to do.

If the survivor has no credit cards in his/her name, he/she should apply for one immediately to begin to build a credit history.

Credit Card Service Center (on monthly statement)

#### C. Airline/Hotel Frequent Traveler Points

If the employee was a frequent traveler, don't forget to consider the value of airline miles and hotel points. The airline may require a death certificate to allow the survivor to control awards. Some awards expire, so contact the appropriate company and ask.

Service Center (on monthly or quarterly statement)

#### **Appendix A:** Helpful Resources

#### Web Sites

Veterans Administrationwww.va.govSocial Security Administrationwww.ss.govNational Funeral Directors Associationwww.nfda.orgParents Without Partnerswww.parentswithoutpartners.org

#### **Books**

When God Interrupts by M. Craig Barnes, Inter Varsity Press, 1996

A Letter of Consolation by Henri J M Nouwen, HarperCollins, 1982

A Grace Disguised by Gerald L. Sittser, Zondervan, 1996

Disappointment With God by Philip Yancey, Zondervan, 1988

Let Me Grieve But Not Forever by Verdell Davis, Thomas Nelson & Sons, 1997

A Grief Observed by C. S. Lewis, HarperCollins, 1994

#### **Appendix B: DC Plan Procedures at Death of Employee**

When an active employee dies, it is the responsibility of the Employer to inform survivors of the options available to them.

Page 9 of 14 Page 10 of 14

- 1. Employer should send a 'deceased' code through the transmittal system via the NAD to VALIC.
- 2. Employer should immediately send a copy of the Salary Reduction Agreement form to the Adventist Retirement Plan, North American Division, by fax (301 680 6190) or mail. The SRA includes the beneficiary declaration.
- 3. ARP will authorize VALIC to provide survivor with options.
- 4. Employer should refer beneficiary to a VALIC representative who can assist in options available:
  - a. Cashout possible tax implications
  - b. Rollover to a tax deferred account in the name of the beneficiary
  - c. Purchase of an annuity in the name of the beneficiary

#### **Appendix C:**

The following is a Sample Checklist Prepared By GC Human Resources Office for internal use. Employers should develop their own protocols for non-policy benefits.

## WHEN A DEATH OCCURS.... Death Of An Employee

When Surviving Spouse Is Employed By General Conference

- 1. Airline Frequent Flyer Miles (if traveling staff)
- 2. Burial Site
- 3. Flags (Front of GC building)—Lowered (Facilities Services)
- 4. Floral Arrangement(s)
- 5. Grief Resources

Care Notes literature (supplied by HR)

National Funeral Directors Association

www.nfda.org

Grief-related literature

**Parents Without Partners Organization** 

www.parentswithoutpartners.org

6. Health Care Assistance

Counseling assistance

7. Human Resources (HR) Assistance

Letter(s) of condolence Information on process

8. Insurance(s)

AD&D

**Employee Survivor Benefit** 

Optional (Life Insurance-Hartford, etc.)

9. Leave(s)

Bereavement

**FMLA** 

Paid Leave (vacation and/or sick)

Unpaid

Compassionate

**Sharing Paid Leave** 

- 10. List of Other Employees (experienced similar event)
- 11. Office of General Counsel-Employee Advice
- 12. Parsonage Exclusion (if deceased ordained)
- 13. Retirement Issues

HR adjusts payroll issues

Roll-Over Kit forwarded from VALIC

- 14. Salary Continuation Issues
- 15. Social Security

www.ssa.gov

SSA Survivors Planner

- 16. Tuition Assistance (currently enrolled covered dependent)
- 17. Veterans Benefits (if employee was a veteran)
- 18. Work Scheduling (flexible)
- 19. Workers' Compensation (death occurred while employee engaged in assigned work)

In-House Crisis Management Protocol

20. Other...

## When Surviving Spouse Is Not Employed By General Conference

- 1. Airline Frequent Flyer Miles (if traveling staff)
- 2. Burial Site

3.	Flags (Front of Building) - Lowered (Facilities
	Services)
4.	Floral Arrangement(s)
5.	Grief Resources
	National Funeral Directors Association
	www.nfda.org
	Grief-related literature
	Parents Without Partners Organization
	www.parentswithoutpartners.org
6.	Health Care Assistance (if spouse is covered
	dependent)
	Counseling
<b>7.</b>	Human Resources (HR) Assistance
	Letter(s) of condolence
	Information on process
8.	Insurance(s)
	AD&D
	Employer provided Life Insurance
	Optional (Life Insurance-Hartford, etc.)
9.	Parsonage Exclusion (if deceased ordained)
10.	Retirement Issues
	HR plays no direct role-directs spouse to NAD
	Retirement Office for assistance
11.	Salary Continuation Issues
12.	Social Security
	www.ssa.gov
	SSA Survivors Planner
13.	Tuition Assistance (currently enrolled covered
	dependent)
14.	Veterans Benefits (if employee was veteran)
15.	Workers' Compensation (death occurred while
	employee engaged in assigned work)
	In-House Crisis Management Protocol
16.	Other

#### **Appendix D: Family Check-List**

The following checklist is based on the items included in this book.

#### **Financial Matters - Employee**

	zmpiojec
Life Insurance - Church Plans	Employer
AD&D Insurance	Employer
Automobile Insurance Assistance	Employer
Termination Settlement	Employer
Retirement Matters	Employer
Continuation of Salary	Employer
Workers' Compensation	Employer
Healthcare Assistance	Employer
Tuition Assistance	Employer
Family Move	Employer
Direct Deposit Account	Bank & Employer
Misc. Assistance	Employer

#### **Financial Matters - General**

Life Insurance - Personal	Insurance Company
Credit Card Insurance	Credit Card Companies
Social Security Survivor Benefits	SS Administration
	(800) 772 1213
Taxes - Parsonage Allowance	Tax Preparer, Employer
Debt Restructuring	Mortgage Holder
Asset Ownership/Title	Titles & Documents
Administration of Will	Will, Attorney
Veteran's Benefits	Veterans Administration
	(800) 827 1000

#### **Miscellaneous Matters**

Death Certificates	Funeral Director,	County Health Dept.
Credit Card and Cred	it History	Records
Airline/Hotel Frequent	t Traveler Points	Records

Page 13 of 14 Page 14 of 14

## S.H.A.R.P.

Supplemental Healthcare, Adventist Retirement Plan

12501 Old Columbia Pike Silver Spring, MD 20904

January, 2006



#### Retirement Plan North American Division

Office of the Administrator

To: Retirees of the Seventh-day Adventist Retirement Plans

From: Del Johnson, Plan Administrator

The Retirement Plan of the Seventh-day Adventist Church in North America offers a healthcare assistance plan for eligible retirees and their eligible dependents. The purpose of this booklet is to introduce you to the changes which become effective in 2006, and to give you the opportunity to change your coverage options if you wish to do so.

#### **Changes for 2006:**

- Elimination of the prescription drug assistance previously available in the Base option, and reduction of the base option cost.
- We are allowing the eligible Joint & Survivor spouse options to be different from the selections of the retiree.
- We are adjusting costs, earned credits, deductibles and co-pays according to inflation and experience. The adjustment to the MCx and Rx options are higher than inflation because experience and plan structure.
- We are changing the Preferred Provider Organization (PPO) that we have been using in the Pre-Medicare/Non-Medicare plan.

#### **Open Enrollment:**

These changes are significant enough that SHARP will grant a one-time open enrollment to all healthcare eligible retirees. Between now and November 30, 2005, all healthcare-eligible retirees may change any option as spelled out in this booklet. Retirees do not have to make any change. Retirees who do not re-enroll will retain the same options previously selected. **However some of those options will have changed**.

#### **Prescription Drugs**

The change in SHARP's structure is of limited importance to retirees who have already selected the Rx option. Costs and earned credits are going up in parallel, so the impact will be approximately in line with the Consumer Price Index.

However a retiree who has **Not** previously enrolled in SHARP's Rx option, will lose all

## prescription coverage currently provided under the Base option previously selected. SHARP will not auto enroll such retirees in the Rx plan.

#### **Enrollment Procedure**

Please use the attached Enrollment Form(s) to inform us of any coverage changes. It is not necessary to send in a form if you are not changing your selected options. Changes will become effective January 1, 2006.

Even if recently enrolled, please consider options for 2006. Retirees who do not send enrollment forms in will keep the current options in place, even if the components of those options change in 2006.

#### **Medicare Part D**

**A Word About Medicare Part D:** Medicare is entering the arena of prescription drugs in 2006. All Medicare participants have the options of selecting one of several Prescription Drug Plans (PDPs) which will be available in your area. Most of these plans will include a monthly premium, a \$250 deductible and a coverage gap where prescription drugs will be at personal cost.

The SHARP Rx option, on the other hand, provides for no deductible and no gap and no maximum. SHARP has qualified as a plan that provides, on average, as much benefit as provided by a Medicare prescription drug plan.

If a SHARP Rx enrollee also enrolls in a Medicare Part D Prescription Drug Plan, Medicare will inform the Plan of the duplicate coverage, and SHARP will drop that Retiree from the Rx option.

**Healthcare in Retirement** is a major concern for retirees today. Healthcare is dynamic, with frequent changes in Medicare and treatment protocols. The Retirement Plan continues to work with Adventist Risk Management to provide for the needs of retirees within the financial constraints of current funding.

#### **Contacting Us**

If after reading this booklet you have further enrollment questions, there are two methods to contact us. If possible we suggest using the e-mail.

E-Mail: <u>SHARP@nad.adventist.org</u>

Phone: 1-(800) 891-8486 (Temporary enrollment number until January, 2006)

#### Supplemental Healthcare, Adventist Retirement Plan

#### **General Information**

#### Plan Year:

SHARP's Plan Year is from January 1 to December 31. All benefit limits and deductibles are based on the Plan Year. A person who enrolls in SHARP during the Plan Year will have access to full limits and will be subject to full deductibles without pro-ration.

#### **Changes To The Plan:**

SHARP reserves the right to amend the plan based on financial considerations or other unanticipated circumstances such as changes to the Medicare program. This may result in changes in provisions, in contributions and in earned credits.

#### <u>Administration:</u>

SHARP is administered by Adventist Risk Management for the North American Division Retirement Plans.

#### Affiliation:

**Sharp is NOT a qualified 'Medicare Supplement Coverage'** as administered by various insurance companies and regulated by states and generally designated as plans A through J. SHARP is a part of the Retirement Plans operated by the North American Division for employees of participating employers.

#### Limits:

The standard provisions of SHARP (Base, DVH, Rx and MCx) do not limit participants as to healthcare providers, except that your medical services provider should be one that accepts Medicare patients. SHARP has annual maximums as described elsewhere in this document, including a life-time payable benefit maximum.

SHARP's Pre-Medicare/Non-Medicare provision operates under a Preferred Provider Organization, Private Healthcare System (PHCS). Non-emergency services rendered outside of the PPO may be denied, or reimbursed at significantly reduced rates.

#### **Eligibility**

In order to be eligible to participate in SHARP, you must be:

- 1. A beneficiary of one of the defined benefit retirement plans operated by the North American Division of Seventh-day Adventists, or a spouse of such a beneficiary who is covered under a Joint & Survivor plan, and
- 2. Eligible by policy for healthcare expense reimbursement from an Adventist Retirement Plan. This normally requires at least fifteen years of service in the United States, at least some of which must have been prior to January 1, 2000. Service with an Adventist Hospital does not normally qualify a retiree for healthcare assistance under SHARP.
- 3. Otherwise eligible for healthcare assistance under special arrangements with foreign church entities for their resident retirees, a dependent child, or other policy provisions.

#### **SHARP Options**

The following four options are offered to eligible retirees and an eligible Joint & Survivor Spouse. For costs and limits, see the Schedules of Benefits on pages 11 and 12.

#### **Base**

Base coverage provides:

- <u>Catastrophic Medicare Assistance:</u> Reimbursement for Medicare A (inpatient) and B (outpatient) deductibles and co-pays after you have paid the Base Medicare Assistance deductible in Medicare co-pays and/or deductibles in one year. Reportable expenses include any Medicare-approved expenses that Medicare determines to be your responsibility. This would include the Medicare hospitalization deductible, hospital co-pay for excess hospital days, the Medicare outpatient annual deductible, and the outpatient co-pay of 20%. Base does NOT include expenses not approved by Medicare.
- <u>Dental Assistance:</u> One annual dental exam including bite wing and cleaning on 80%/20% basis.
- <u>Prescription Drug Assistance</u>: Prior to 2006, limited prescription drug assistance was provided under this option. Effective in 2006, the Base option provides no prescription drug assistance.
- Foreign Travel Emergency Medical assistance. There is an annual deductible and maximum coverage per year. Co-insurance is 20%. Coverage is limited to unexpected medical expenses during a personal trip of less than 60 days outside of the United States. This coverage is designed for personal travel, and excludes denominationally sponsored mission trips for which short-term medical coverage must be purchased.
- Medicare HMO and Veterans Administration (VA) Co-Pays. Medicare HMO and VA Co-Pays for in-patient and out-patient expenses will be fully reimbursed to retirees who send in appropriate documentation of payment of such co-pays to healthcare providers. Medicare HMO and VA Co-Pays for prescription drugs will <u>not</u> be reimbursed. HMO premiums will not be reimbursed.

The Base Coverage option must be selected before any of the following three coverages can be selected. The Base is a limited level of coverage leaving the retiree exposed to significant costs from Medicare deductibles and co-pays and other expenses such as dental, vision, hearing and excess prescription drug costs.

The following three options can only be selected as add-ons to the Base Coverage above.

#### **DVH**

Dental, Vision, Hearing coverage provides:

 <u>Dental</u>: SHARP pays 80% of costs. Retiree is responsible for 20%. There is an annual maximum dental payable benefit per participant per plan year. Exceptions to covered services must be pre-authorized. Unused benefits cannot be rolled over into next plan year.

#### Covered

\* Two cleanings per Plan year

#### **Not Covered**

\* TMJ/TMD treatment

- \* One set of bitewing x-rays per Plan year
- \* Full mouth/panorex x-ray every 3 Plan years
- \* Extractions and periodontal treatment
- \* Application of fluoride twice a Plan year
- \* Fillings
- \* Root canal therapy

- \* Jaw surgery
- \* Implants (Except with prior approval)
- \* Temporary crowns or bridges
- \* Toothbrushes
- \* Experimental treatment/procedures
- \* Cosmetic services
- \* Orthodontic treatment (except for Non-Medicare participants)
- <u>Vision</u>: SHARP pays 80% of costs. Retiree is responsible for 20%. There is an annual maximum vision payable for refraction, corrective lenses, frames and related expenses. This coverage does not cover surgery or other procedures considered to be medical in nature and thus normally billed to Medicare. Unused benefits cannot be rolled over into the next plan year.
- Hearing: SHARP pays 80% of costs. Retiree is responsible for 20%. There is an annual
  maximum hearing payable benefit per participant per plan year. There is a 'look-back'
  provision in that unused hearing benefit from the previous year can be added to an
  ensuing year's limits for hearing aids.

#### Rx Coverage

The Rx (Prescription Drugs) coverage provides:

- Prescription drugs with generic and brand name co-pays. The co-pay provides up to a 30-day supply of prescription drugs when purchased at a local participating pharmacy, or up to a 90-day supply when purchased through SHARP's home delivery plan at a higher co-pay.
- SHARP provides an identification card which can be used at major pharmacies, as well as with the Medco Health Solutions home delivery system.
- If the cost of medication is less than the co-pay, actual is paid rather than a co-pay.
- Home Health intravenous drugs are reportable at 80% reimbursement and are claimed through Adventist Risk Management.

S.H.A.R.P.'s Rx option includes a formulary, which is a list of prescription drugs preferred by your plan, because they help to control rising prescription drug costs. This list has a selection of generic and brand-name medications. For further information on this formulary, visit Medco at <a href="https://www.medco.com">www.medco.com</a> or call Medco toll free at 1 800 841 5396. S.H.A.R.P. cannot inform you regarding the formulary.

Certain prescription drugs, primarily EDS drugs such as Viagra require a 50% co-pay and monthly limits. Call Medco Health Solutions at (800) 841 5396 for information on your drug.

Some medications are not covered unless you receive prior authorization. Coverage management programs make use of two authorization processes - Traditional and Smart Authorizations. Medications may fall under one or more programs. Note: All drugs are subject to change.

#### <u>Traditional Prior Authorization</u>

Traditional Prior Authorization requires that you obtain pre-approval through a coverage review. The review will determine whether your plan covers your prescribed medication. Examples of drugs

subject to Traditional Prior Authorization include: Beteseron, Ritalin/Adderal, Stadol, Fertility, Growth Hormones.

#### **Smart Prior Authorization**

For some medications, an automated process called Smart Rules is used to determine whether you qualify for coverage. Using factors we have on file, such as medical history, drug history, age and sex, Smart Rules can automatically authorize or deny coverage. Contact Medco to check if your medications qualify for coverage using Smart Prior Authorization. Examples of drugs subject to Smart Rules include: Enbrel, Lamisil, Bextra, Zovirax, Zofran, Imitrex, Prilosec.

#### **MCx**

The MCx (Medicare Extension) supplements the Base above by eliminating the annual deductible for Medicare personal expenses including the following examples:

2006 Medicare Examples

•	Medicare Hospitalization deductible	\$952
•	Medicare Outpatient annual deductible	\$124
•	Outpatient 20% co-pay	
•	Medicare co-insurance for hospital days 61-90	\$238/day
•	Medicare co-insurance for hospital days 91-150	\$476/day

The following costs are **NOT** covered by MCx:

- Skilled Nursing Facility coinsurance for stays exceeding Medicare limits
- Hospitalization exceeding Medicare coverage limits of 150 days
- Portion of physician charge that exceed Medicare approved amount
- Medical procedures not approved by Medicare
- Nursing Home expenses

MCx assumes eligibility for Medicare. A retired minister who has opted out of Social Security and will not become eligible for Medicare should not select this option, as reimbursement requires a Medicare summary statement. Current information about Medicare can be obtained at the Medicare web-site, www.medicare.gov

#### **The Earned Credit**

The monthly amount that SHARP will pay towards retirement healthcare costs is called your 'Earned Credit.' Factors determining the earned credit include:

- Years of qualifying service with a North American Division employer including
  - $\circ\quad \mbox{Pre-2000 years under the defined benefit retirement plan}$
  - o Post 1999 years under the defined contribution retirement plan
  - o 2000 to 2004 under the Career Completion Option
- Years of service with the Adventist hospital system generally do not count towards this
  healthcare assistance plan, as the hospital plan provides a monthly cash benefit in lieu
  of healthcare assistance. Exceptions include:
  - o Those who retired prior to 1991.
  - 'Grandfathered' employees who, in 1991, were 55+ years of wage with 25+ years of service credit.

Based on years of service, each retiree fits into one of seven categories. The category determines how much the Plan will pay towards the cost of SHARP options selected. At the end of this booklet is a section which includes a table showing Earned Credits based on years of service.

#### **Dependent Participants**

A Retiree's qualifying dependents are eligible for healthcare assistance based on the retiree's years of service credit.

- If upon retirement you qualified for and selected the Joint & Survivor benefit rate, only that pre-retirement spouse can participate in this plan. Options selected for your spouse do not have to be the same as options selected for yourself. The earned credit for a spouse will be the same as the earned credit for the retiree, except in unusual situations usually involving divorce and re-marriage.
- If you elect to select no coverage for your qualifying spouse because he/she has other coverage, you can request coverage for your spouse later if you can document a loss of coverage.
- If upon retirement you have unmarried children less than 19 years of age, you can select non-Medicare coverage for that child under a Preferred Provider Organization plan. See the section on Pre-Medicare/Non-Medicare. Upon marriage or reaching age 19 (regardless of school attendance) the child ceases to be eligible for coverage.

#### **Limits to Changes in Coverage**

SHARP limits opportunities to amend the options selected. The options you select at enrollment, with few exceptions, will be your options for life. For this reason it is very important that you understand the options.

An open enrollment period begins when you become eligible to join SHARP. You will have 30 days from the time the enrollment period begins to make your selection. If you make no choice, no healthcare assistance will be provided to you.

Three-Year Anniversary Open Enrollment - Each retiree has a one-time opportunity to change coverage at the three-year anniversary of effective coverage of the Base option, to become effective at the beginning of the next plan year. *Example: If you enrolled in SHARP during, 2005, an open enrollment period occurs in 2008. Any changes you select become effective on January 1, 2009. You will be notified of your opportunity to change your coverage.* You may opt to pay more to increase your coverage, or you may choose to pay less and reduce your coverage. You are not required to make a change. If you do not make a new selection, your coverage will remain in force with the same coverage you had upon initial enrollment. This open enrollment period occurs only once, not every three years.

<u>Special Enrollment due to High Inflation</u> - Healthcare costs can increase significantly. SHARP reserves the right to increase your contributions with appropriate notice. If the three-year average percentage increase of the retiree contributions exceeds the percentage increase in the Consumer Price Index (CPI-U) for the previous year, SHARP will allow a two-month special enrollment period in which you are permitted to permanently REDUCE coverage.

<u>Special Enrollment due to Loss of Coverage</u> - You may have healthcare coverage from a Medicare Choice Health Maintenance Organization or supplemental plans provided by other organizations. If you wish to remain on such coverage you are welcome to do so. SHARP cannot assist you with premiums paid for such coverage. If you drop such coverage due to significant premium increases (over 25% per year), or you move from the company's covered territory, or the company withdraws from the market, SHARP will allow a special open enrollment for you.

If your spouse is currently covering you under an employer healthcare plan, upon his/her retirement you will probably suffer a Loss of Coverage and will be eligible for a special open enrollment.

<u>Age 65</u>: At age 65 you have the option of selecting different coverage. For instance, if a retiree or retiree's spouse is on the Pre-Medicare plan, upon reaching age 65 that Pre-Medicare plan will be dropped. An open enrollment is available for you to select standard SHARP options at that time.

<u>Discretionary Special Enrollment</u>: SHARP may find it necessary to make significant changes in the plan. Should that occur, SHARP may provide an opportunity to change specific or all elections. Example: Because of the 2006 Medicare Part D Prescription Drug Plans, SHARP adjusted the structure of the Base and Rx options. Thus SHARP offers all participants an opportunity to adjust coverage effective January 1, 2006.

<u>Death of Member</u> - Upon the death of either the retiree or covered spouse SHARP will stop taking deductions for the deceased beneficiary. However coverage and deductions for a surviving beneficiary will continue without change.

#### **Pre-Medicare/Non-Medicare**

SHARP is designed to supplement Medicare. However, if you are a pre-65 retiree or eligible spouse or dependent child and thus not eligible for Medicare, SHARP provides a bridge plan which will enable you to select Pre-Medicare or Non-Medicare healthcare assistance.

Unlike the other SHARP options such as DVH, Rx or MCx, you are not required to select the Base option prior to selecting the Pre-Medicare or Non-Medicare options. However if you want Rx or DVH in addition to the Pre-Medicare option, you must also select the Base option.

The Pre-Medicare option provides healthcare assistance for in-patient and out-patient expenses only for retiree and/or spouse prior to Medicare eligibility. Pre-Medicare provides no assistance for prescription drugs or dental/vision/hearing. The Plan pays 80%, and the retiree is responsible for 20%. There is an individual annual deductible per plan year. The plan is part of a Preferred Provider Organization (PPO). Coverage is limited to a network of providers. Non-emergency out-of-network expenses may be denied or reimbursed at a lower rate. You can receive network information by contacting Adventist Risk Management at (800) 447-5002. See the schedule of benefits at the end of this booklet.

The Non-Medicare option provides healthcare assistance for dependent children of the retiree, including prescription drugs and dental/vision/hearing. The Plan pays 80%, and the retiree is responsible for 20%. There is an individual annual deductible per plan year. The plan is part of a

Preferred Provider Organization (PPO). Coverage is limited to a network of providers. Nonemergency out-of-network expenses may be denied or reimbursed at a lower rate. You can receive network information by contacting Adventist Risk Management at (800) 447-5002. See the schedule of benefits at the end of this booklet.

There is no Earned Credit for a Pre-Medicare retiree or dependents of such a retiree unless:

- The Pre-Medicare Retiree has 40+ years of NAD service, or
- The retiree is eligible for Medicare (age 65+) but the dependent Joint & Survivor spouse is not yet age eligible for Medicare.

The criteria for eligibility for Pre-Medicare/Non-Medicare earned credit are spelled out in the instruction section at the end of this booklet.

#### **Filing Claims**

Upon enrollment, you will receive identification cards indicating the options for which you are eligible. Healthcare providers will generally bill Adventist Risk Management directly based on the information and eligibility shown on the card.

In the case of MCx participants, the provider will bill Medicare, and upon receipt of payment from Medicare the provider will bill the plan for any residual balance due under the provisions of MCx. The Plan is working towards a single payer system, where the Medicare billing procedure will automatically bill the Plan as well.

Some providers do not bill supplemental plans. To receive direct reimbursement for personal covered healthcare expenses you have incurred, send bills to the Adventist Risk Management address below. If 65 or older, Do NOT send medical bills without enclosing a Medicare statement.

#### Prescription Drugs:

Home Delivery: The preferred method of obtaining your prescription drugs is via the Medco Health Solutions Home Delivery. Your co-pay and any deductible or annual maximums are monitored by this mail-order pharmacy.

Pharmacy: Your SHARP identification card indicates your eligibility for the purchase of prescription drugs. The card indicates to the Pharmacist your coverage, co-pay, whether you have a deductible to meet, or if you've exceeded your annual maximum if applicable. If you purchase prescription drugs at a pharmacy that does NOT accept your card, Medco Health Solutions provides a form for direct reimbursement. However, direct reimbursement may not equal the cost sharing of a participating pharmacy.

Contact Medco Health Solutions (800) 841-5396 to set up your Home Delivery, or for specific questions.

The cost of home health intravenous drugs is reportable directly to Adventist Risk Management.

#### Dental, Vision, and Hearing:

Some providers are willing to send a bill for services rendered to Adventist Risk Management (ARM) at the address below. You can pay your coinsurance amount directly to the provider. If your

provider will not bill ARM, you should pay the Provider the amount due and send the bill to the address below for reimbursement.

Note: File on a timely basis. Medical expenses filed more than one year from the date of service will not be reimbursed.

#### **Claims Address:**

Adventist Risk Management P.O. Box 4088 Silver Spring MD 20914-4088

#### **SHARP and Other Plans**

SHARP does not generally coordinate with other supplemental plans, nor does SHARP ask you to certify that you have no other plan. Most retirees will not want to purchase both SHARP's Medicare Extension (MCx) option and a Medicare Supplement or HMO, in that there would be significant double coverage. In the case of medical expenses related to an automobile accident, SHARP will not cover the first \$5,000.

SHARP does not initiate changes in coverage from other plans. If you wish to make such a change, please contact your other plan for cancellation or coverage change procedures.

If you lose your coverage under a non-SHARP supplemental plan, you may be eligible to seek enrollment in one or more of SHARP's options under the "Loss of Coverage" provisions spelled out in the "Eligibility" section of this document.

#### Medicare

Medicare is a "gate-keeper" for SHARP. MCx requires a Medicare summary statement (sometimes called an Explanation of Benefits, Summary Notice or Payment Advice.) If Medicare approves a healthcare expense, MCx accepts that authorization and pays the retiree's share of the approved expense. Retirees often ask if specific procedures are covered under MCx. The answer is, "If Medicare approves it, Yes."

There are very few exceptions to this rule. Under the Base option, SHARP will consider appeals for certain categories of denials by Medicare in the following areas:

- Blood: Medicare will usually deny the first three pints of blood each year. SHARP's Base option will reimburse the retiree for this expense.
- Orthopedic Shoes: Medicare may deny assistance for orthopedic shoes or similar devices. Under the Base option, a retiree can submit such Medicare denied expenses for assistance on an 80%/20% basis. Claims should include a physician's statement of medical necessity, fitting documentation and a copy of Medicare's denial of coverage.
- Durable Medical Equipment: Medicare will occasionally deny certain devices such as wheelchairs or canes. In unusual circumstances, SHARP may provide limited assistance according to its guidelines.
- Misc. Medical Supplies: The Base Option provides assistance for colostomy, ileostomy and diabetic supplies on an 80%/20% basis.

Other than the categories mentioned above, SHARP will not provide assistance for medical expenses denied by Medicare or not presented to Medicare. SHARP does NOT provide assistance for vitamins, dietary supplements, support stockings, adult diapers or other similar items.

#### Medicaid

Retirees or eligible spouses who are receiving Medicaid benefits should consult with the appropriate state agency to determine whether SHARP should be retained.

#### Veterans Administration Healthcare

Retirees who are veterans are often eligible for benefits from a Veterans Administration healthcare facility at very low costs. Such retirees would normally not select the MCx option because they would not receive a Medicare summary statement for such procedures. If the retiree is enrolled in SHARP's Base option, VA co-pays (other than for prescription drugs) will be reimbursed 100% by SHARP. Merely send a copy of your co-pay receipt to the claims address and request reimbursement.

#### **Preventative Physical Examinations**

Medicare recently began to authorize one preventative physical examination upon enrollment with Medicare part B. Other than this one-time physical examination, SHARP's MCx does not provide assistance for Preventative Physical Examinations.

#### **Health Maintenance Organizations**

Medicare HMOs are a preferred option for many retirees, when available. If you enroll in both a Medicare HMO and SHARP's Base option, Medicare HMO co-pays (other than for prescription drugs) will be reimbursed 100% by SHARP. Merely send a copy of your co-pay receipt and request reimbursement. SHARP will NOT assist you with HMO premiums.

HMOs often limit assistance for dental, vision, hearing or prescription drugs. Retirees should consider what combination of coverage makes sense.

If you are a member of a Medicare HMO, you have probably been removed from traditional Medicare participation. If during an enrollment period you choose to drop your Medicare HMO and join SHARP's MCx, it is vital that you contact Medicare and arrange to be re-established with Medicare prior to dropping your Medicare HMO coverage, as this can take as long as 60 days. SHARP does not provide this service.

#### Medicare Supplement Plans

Insurance companies provide a range of qualified supplements designated A through J. These are insurance products that are regulated by government entities. They tend to be 'paperless systems,' providing you with a identification card which is recognized by Medicare providers. While you may receive a Medicare summary statement, you are not usually liable for any Medicare Part A or B coinsurance or deductible depending on which of the coverages, "A" through "J" you have selected. These plans provide for smooth transition from one to another, with no 'pre-existing conditions' exclusions. Many retirees have purchased such supplemental plans from insurance providers.

SHARP's MCx is similar to coverage "C" under these plans. However MCx is a reimbursement plan

rather than a single payer insurance system. Also, MCx is not recognized by these plans and may not provide a seamless transition from MCx to one of these plans.

#### Employer Provided Healthcare Plan

Some retirees are eligible for healthcare plan provided by an employed spouse. SHARP does not coordinate with other employer provided healthcare plans. Upon retirement of the spouse, the "Loss of Coverage" clause would apply. See "Eligibility".

#### **Getting Help**

Most of your questions will likely be answered by a careful reading of this document. If you have questions about SHARP which this brochure does not answer, feel free to e-mail or call. We suggest you may get a quicker response by using E-mail:

- E-mail: SHARP@nad.adventist.org
- SHARP Open Enrollment Line: (800) 891-8486 (September, 2005 to January, 2006)
- SHARP Enrollment Office: (301) 680-6269
- SHARP Claims Healthcare Line: (800) 447-5002, 9-5 M-Th, 9-12 Fridays, Eastern Time.

SHARP's healthcare specialists cannot tell you which coverage options are right for you. That decision is yours based on your healthcare needs and financial resources.

The following web sites might be helpful to you in researching healthcare issues:

- For Medicare information, including search for Medicare HMOs and other Medigap coverages: www.medicare.gov
- To find a provider under the Pre-Medicare or Non-Medicare network, contact the SHARP Claims Healthcare Line: (800) 447-5002
- To research prescription drug information with Medco Health Solutions, SHARP's Rx plan administrator: www.medcohealth.com

#### **Schedule of SHARP Benefits**

For Eligible Retirees and Retiree Dependents January 1, 2006 to December 31, 2006

<u>Option</u>	Deductible Co-Pay	<u>Limits</u>
<b>Lifetime Limit</b>	_	\$3,000,000

#### Base Option @ \$51/person/month

cp & +, pc.	July		
Medicare Assistance	\$2,100/yr	None	None
Dental Assistance	None	20%	1 Exam-Cleaning/Year
Foreign Travel Emergency	<sup>1</sup> \$1,000/yr	20%	\$50,000/yr
Medicare Denials - Require	es Medical Ne	cessity Docun	nentation
Blood	None	20%	3 pints
Orthopedic Shoes	None	20%	\$550
Durable Med Equip	None	20%	\$1,100/yr
Medical Supplies	None	20%	Colostomy, ileostomy, diabetic supplies

#### **Dental/Vision/Hearing Option @ \$42/person/month**

Dental	None	20%	\$2,000/yr, 2 cleanings/year
Vision	None	20%	\$400/yr
Hearing	None	20%	\$2,000/yr with one year "look-back"

#### **Prescription Drugs Option @ \$99/person/month**

Retail, Generic/Brand None \$10/20/Rx 30 day maximum Home Deliv. Generic/BrandNone \$17/\$34/Rx 90 day maximum

#### Medicare Extension @ \$72/person/month

Medicare Co-Insurance None None None Medicare Deductible None None None

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<sup>&</sup>lt;sup>1</sup> For reasonable and necessary medical and transportation expenses. In case of death, this includes a flat \$1,000 to assist with transport or preparation of remains, not subject to the deductible.

#### **Schedule of Pre-Medicare Benefits**

For Eligible Pre-65 Retirees and Retiree Dependents January 1, 2006 to December 31, 2006

SHARP's pre-Medicare plan is part of a Preferred Provider Organization. Contact the SHARP Healthcare Claims Line at (800) 447-5002 to find out how to determine network providers in your area.

Coverage Category	Maximum Reportable	<u>Rate</u>		
Pre-Medicare @ \$328/person/month				
Annual Deductible	\$550.00			
Out of Pocket Maximum Medical	None	100% above \$5,000/yr		
Ambulance				
Resulting in hospitalization	Usual & Customary	80%		
Not resulting in hospitalization	Usual & Customary	80%		
Durable Medical Equipment	\$1,100/yr	80%		
Health Related Services				
Spinal manipulation	30 visits/yr	80%		
Orthopedic Shoes	\$550/yr	80%		
Other	\$1,100/yr	80%		
Home Healthcare	100 visits/yr	80%		
Hospice	Usual & Customary	80%		
Hospitalization & Inpatient Surgery <sup>2</sup>	Usual & Customary	80%		
Outpatient Medical Services	Usual & Customary	80%		
(Including physician office visits)				
Outpatient Surgery	Usual & Customary	80%		
Preventive Health Evaluations	Not covered	Not covered		
N M II D I I GIII O	+422/ U.S. LUL +422/			
Non-Medicare – Dependent Children @		nonth for additional		
Annual Deductible	\$550.00	000/		
Dental	\$2,000/yr	80%		
Vision	\$400/yr	80%		
Hearing	\$2,000/yr with one-year \lookbag	CK. 80%		
Prescription Drugs <sup>3</sup>				

#### General Exclusions for Pre-Medicare/Non Medicare

• Infertility and related treatment, artificial insemination, in vitro fertilization or embryo transfer procedures, reversal of any sterilization procedure

30 day maximum/Rx

90 day maximum/Rx

Retail, Generic/Brand

Home Delivery, Generic/Brand

\$10/\$20/Rx

\$17/\$34/Rx

<sup>&</sup>lt;sup>2</sup> Requires Pre-Authorization

<sup>&</sup>lt;sup>3</sup> SHARP Rx option limits certain prescription drug assistance. For instance Home Intravenous assistance is paid at 80%, and limited to \$1,000/yr.

- Cosmetic procedures
- Diet foods, herbs and minerals, food supplements, vitamins
- Elective abortion except when the mother's life is endangered (including medical complications which arise from an elective abortion)
- Health enhancement programs which are designed primarily to influence adoption of healthier lifestyle changes with only a secondary objective of providing necessary medical treatment.
- Obesity treatment
- Pregnancies with respect to a dependent child
- Experimental procedures
- Services or supplies which any school system is required to provide under any law
- Sex change surgery or any treatment related to gender identity
- Work related injuries
- Auto Accident exclusions include:
  - Under private automobile insurance, the first \$5,000 of medical expenses arising from an automobile accident, or
  - Under "no-fault" automobile reparations insurance which is required under any law of a
    government and is provided on other than a group basis; but only to the extent of the
    level of benefits required by the no-fault law.

Line	SHARP Standard Enrollment Form Instructions
1	Enter the name, Social Security number and date of birth of the Retiree.
2	Enter the name, Social Security number and date of birth of the retiree's spouse, but only if the spouse is a Joint & Survivor spouse. In order to be a J&S spouse, the retiree must have selected J&S upon retirement, and have been married to the spouse for at least one year prior to retirement. If spouse is covered by an employer healthcare plan, and you do not want him/her covered under any provisions of this plan at this time, do NOT enter Spouse's name. Only upon that spouse's loss of coverage will you be able to provide coverage for your J&S
3	Spouse in the future, if you elect NOT to cover him/her at this time.  Enter the dollar cost figure in the box(s) beside the Base option for retiree and, if desired and eligible, for eligible spouse. If you want any of the following three healthcare options, you must begin with the Base option. If you do not select this option, you will not be eligible for DVH, Rx or MCx. The SHARP booklet spells out the benefits of the Base option.
4	Enter the dollar cost figure in the box(s) beside the Dental/Vision/Hearing (DVH) option if desired for retiree and/or eligible spouse, and if you have selected the Base option. If you do not select this option, but have selected the Base option, you will not be eligible for any assistance with vision (eye glasses, contacts) or hearing aids, and dental is limited to one dental exam per year including cleaning. The SHARP booklet spells out the benefits of the DVH option.
5	Enter the dollar cost figure in the box(s) beside the Prescription Drug (Rx) option if desired for retiree and/or eligible spouse, and if you have selected the Base option. If you do not select this option, but have selected the Base option, you will not be eligible for any prescription drug assistance from SHARP. This is a change from prior years when the Base option had a limited Rx plan. The SHARP booklet spells out the benefits of the Rx option.
6	Enter the dollar cost figure in the box(s) beside the Medicare Extension (MCx) option if desired for retiree and/or eligible spouse, and if you have selected the Base option. If you do not select this option, but have selected the Base option, you will be eligible for catastrophic assistance for the personal share of Medicare, but only after an annual deductible. The SHARP booklet spells out the benefits of the MCx option.
7	Add the dollar monthly costs for only the options you have selected and enter the totals in both boxes on line 7, for Retiree and J&S Spouse. This is the monthly amount per person that your selected items will cost before calculation of the Standard Earned Credit.
8	The Standard Earned Credit is determined by going to the Standard Earned Credit table following these instructions. Determine your category by adding the NAD years of service including service under the frozen defined benefit plan, Career Completion option and defined contribution plan. Enter the earned credit in both boxes on line 8.
9	Subtract the Standard Earned Credit (8) from the Total Cost (7) and enter the difference in both boxes of line 9. If the difference is a negative number, put zero. This is the net contribution for a retiree.
	After reading the section above the signature line, sign and mail or fax to the address shown. Without a signature, this application will NOT be processed.

Line	SHARP Pre-Medicare/Non-Medicare Enrollment Form Instructions
10	Enter name of Retiree ONLY IF Retiree is not yet age-eligible (65+) for Medicare. It is not necessary to enter Date of Birth or Social Security number as that has already been provided. The monthly cost for this coverage is shown, before any earned credit is applied. Do not enter
	a retiree who is eligible for Medicare. Do NOT enter a minister who will not become eligible for Medicare because of a decision to opt out of Social Security. This coverage is only for In-Patient and Out-Patient medical assistance, not including prescription drugs, or dental, vision or hearing.
11	Enter name of J&S Spouse ONLY IF Spouse is not yet age-eligible (65+) for Medicare. It is not necessary to enter Date of Birth or Social Security number as that has already been provided. The monthly cost for this coverage is shown before any earned credit is applied.
12	Enter name, date of birth and Social Security number of a Dependent Child requiring temporary healthcare assistance until marriage or age 19, whichever comes first. Do not list children who are married or 19 or over. This coverage includes Dental/Vision/Hearing, Prescription Drugs and In-patient/Out-patient. The monthly cost for this coverage is shown, before any earned credit is applied.
13	Enter names, dates of birth and Social Security numbers of additional Dependent Children requiring temporary healthcare assistance until marriage or age 19, whichever comes first. This coverage includes Dental/Vision/Hearing, Prescription Drugs and In-patient/Out-patient. The monthly cost for this coverage is shown, before any earned credit is applied, and is NOT multiplied by the number of children. Eligible dependent child 2, 3, or more are covered by one additional monthly charge.
14	Add monthly costs only for individuals listed for whom you are requesting assistance.
15	If Retiree has at least 40 years of qualifying denominational service, enter the Retiree's Pre- Medicare Earned Credit from the Pre-Medicare Earned Credit Table. If less than 40 years, there is no Pre-Medicare Earned Credit.
16	If Retiree has at least 40 years of qualifying denominational service credit, or if Retiree is age- eligible for Medicare and enrolled with Medicare, enter the J&S Spouse's Pre-Medicare Earned Credit from the Pre-Medicare Earned Credit Table. If Retiree has less than 40 years and is not eligible for Medicare, there is no Pre-Medicare Earned Credit.
17	Enter the Non-Medicare Earned Credit from the Non-Medicare Earned Credit Table following these instructions, doubling the credit if two or more Dependent Children are applying for the Non-Medicare option. (One child = one earned credit, two or more children = two earned credits.)
18	Add the Pre-Medicare Earned Credits (15 & 16), if any, to the Non-Medicare Earned Credit (17).
19	Subtract Total Earned Credit (18) from Total Monthly Costs (14). This is the amount that will be deducted from the monthly benefits. If the total healthcare contributions exceed the total of the benefit, a spouse's benefit can be charged, or a quarterly payment in advance will be required. When a child reaches age 19 or marries, or a Retiree or Spouse reaches age 65, the contributions and earned credits will be re-calculated to take into consideration those changes.
	After carefully reading the section above the signature, print name of retiree, and sign.  Without a signature this application will not be processed.

#### **Earned Credit Eligibility & Amounts**

The Earned Credit is the amount the plan makes available to assist the retiree with the costs of the options selected in SHARP. Earned Credit is available only for:

- Medicare eligible (65+) retiree
- Medicare eligible (65+) retiree's Joint & Survivor spouse, whether spouse is eligible for Medicare or not.
- Medicare eligible (65+) retiree's qualifying dependent children.
- Pre-Medicare retiree and his/her dependents IF the retiree was eligible for early retirement prior to 2003 regardless of when retirement actually occurred, or if the retiree has a total of at least 40 years of denominational service upon retirement. Pre-Medicare Retirees who do not have 40 years of qualifying service credit are not eligible for any Earned Credit for themselves or their dependents until the retiree reaches Medicare eligibility. Such Retirees may participate in SHARP, but at personal cost, with no earned credit until documentation of Medicare eligibility is provided to SHARP.

Retiree Qualifying Service Credit	35+ Yrs	30-34 Yrs	25-29 Yrs	20-24 Yrs	15-19 Yrs	8-14 Yrs	5-7 Yrs	Pre- Medicare 4	My Earned Credit
Earned Credit Category	A	В	С	D	E	F	G		
	•	_	tandard I				-1	•	
For R	etirees	and Elig	gible J&S	-			HARP OF	tions,	
			Base &	<u>DVH &amp; I</u>	Rx & MCx	<u> </u>			
Standard	\$192	\$173	\$154	\$134	\$115	\$96	\$77	\$0	
<b>Earned Credit</b>									
		Pr	e-Medica	are Earn	ed Credi	t Table			
	Fo	r Eligibl	e Pre-Me	dicare I	Retiree a	nd J&S	Spouse		
Pre-Medicare	\$328	\$287	\$246	\$205	\$164	\$123	\$82	\$0	
<b>Earned Credit</b>									
		No	n-Medic	are Earr	ned Credi	it Table			
	For an Eligible Dependent Child								
Dependent Children Earned Credit	\$133	\$117	\$100	\$83	\$67	\$50	\$34	\$0	

<sup>&</sup>lt;sup>4</sup> Unless employee was eligible to retire prior to 1/1/2003, or has 40+ years of qualifying service credit. In that case, the earned credit is found by looking at the years of service columns.

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# Supplemental Healthcare, Adventist Retirement Plan Standard Enrollment Form

1	Retiree:		SS#	Date of Birth:
2	Joint & Survivor Spouse:		SS#	Date of Birth:
	Options & Costs		Retiree	J&S Spouse
3	Base (Must be selected first.) (\$51/person/mo.)			
4	Dental, Vision, Hearing (DVH) (\$42/person/mo.)			
5	Prescription Drugs (Rx) (\$99/person/mo.)			
6	Medicare Extension (M (\$72/person/mo.)	-		
7	Total Cost of Selected Items			
8	Less Your Earned Credit (If any)			
9	Net Monthly Retiree Contribution	(Enter 0 if "Earned Credit" exceeds "Cost.")		

Please enroll me in SHARP coverage as requested above.

I authorize SHARP to deduct monthly contributions as calculated by SHARP based on my requests for coverage. If my pension is inadequate for the monthly contributions, I agree to make quarterly payments in advance.

Attached are copies of our Medicare cards. If not yet eligible, I will send copies of the Medicare cards upon eligibility upon receipt of cards.

I understand that I am limited in changing options, and that the first opportunity to make a change in coverage would normally be at the one-time three-year anniversary of my enrollment.

I understand the deductibles and maximums for options selected.

I understand that if I do not list my J&S Spouse above, he/she will be <u>ineligible</u> for any healthcare benefits until applied for during an open enrollment, such as a 'loss of coverage' or the one-time three-year anniversary.

Signature:	Date Signed	:	<b>Effective Date:</b>	
	Select Options, Sign and M	lail with	nin 30 days to:	
	Adventist Reti	rement	: Plan	
	12501 Old Co	lumbia	Pike	
	Silver Spring	MD	20904-6000	
	Fax: 301 680	6190		
	Questions?	SHAR	P@nad.adventist.org	
	Ör	1-800	)-891-8486	

### Supplemental Healthcare, Adventist Retirement Plan **Pre-Medicare/Non-Medicare Enrollment Form**

This form is only for retirees who seek in-patient/out-patient healthcare assistance for eligible family members who are not eligible for Medicare.

Pre	or Non-Medicare	Relationship	Date of Birth	Social	Cost/Month	
Pers	son			Security #		
10		Retiree			\$328	
11		J&S Spouse			\$328	
12		Dependent Child			\$133	
13		Dependent Child				
		Dependent Child			\$133	
		Dependent Child				
14	14 Total Cost per Month					
15	15 Retiree Pre-Medicare Earned Credit (if eligible)					
16	Spouse Pre-Medicare Earned Credit (if eligible)					
17	Non-Medicare Earned Credit, Dependent Children					
18	Total Pre-Medicare & Non-Medicare Earned Credit (if eligible)					
19	<b>Monthly Contribution b</b>	Monthly Contribution by Retiree				

Please enroll me in Pre-Medicare/Non-Medicare SHARP coverage as requested above.

- I authorize SHARP to deduct monthly contributions based on my requests for coverage. If my pension is inadequate for the monthly contributions, I agree to make quarterly payments in advance.
- I hereby certify that any children listed are my unmarried legal dependents, below age 19 and eligible to participate in SHARP. I have attached a copy of my latest filed Form 1040 indicating dependency. I understand that my children become ineligible at either marriage or age 19, whichever comes first, and I will inform SHARP of such an event.
- I understand that Pre-Medicare or Non-Medicare cannot be cancelled until ineligibility (reaching Medicare eligibility, or for a dependent child, marriage or age 19.)
- I understand that there are annual deductibles before this plan begins to respond to claims.
- I understand that the Pre-Medicare/Non-Medicare IP/OP plan is part of a Preferred Provider Organization (PPO). Out-of-network expenses may be denied, or reimbursed at lower rates. (For information on available coverage, contact Adventist Risk Management at (800) 447-5002.
- I understand that if I have not selected any options on the attached Standard Enrollment Form, the Pre-Medicare coverage will be limited to only in-patient and out-patient coverages provided by Pre-Medicare option as described in this booklet, and will not include prescription drugs, dental or other

Printed Name of Retiree:	Effective Date:
Signature:	Date Signed:
Select 0	ptions, Sign and Mail within 30 days to:
	Adventist Retirement Plan
	12501 Old Columbia Pike
	Silver Spring MD 20004 6000

Silver Spring

Fax: 301 680 6190

**Enrollment Questions?** SHARP@nad.adventist.org

> Or 1-800-891-8486

See Reverse for Standard Enrollment Form



# Retirement Plan North American Division

Office of the Administrator

July 14, 2004

Union & Conference Secretaries
Institutional Human Resources Directors
Ministerial and Educational Directors

Re: Graduate Study Service Credit

Dear Friends.

Through the years we have listed leaves of absence for graduate study on the personal service records, but have not accumulated any applicable service credit until application for retirement actually occurs. Thus the computerized service record report does not count graduate study leave in calculating the total years of service credit. However, now that service credit in the defined benefit retirement plan has been frozen, we are anxious to increase the accuracy of the records, since many of our employees will want to use the service record report for retirement planning purposes.

Enclosed is an Application for Graduate Study Service Credit to be completed by each eligible employee and signed by employee and current or most recent employer. We need copies of the diploma and service record (hard copy, not computerized record.) If the degree is an M.Div. or BD from Andrews University, the diploma is not necessary. We=ve provided a decision tree to help the employee determine eligibility, and copied the Z 15 60 policy. Bear in mind that the degree must be above the master of arts level, study time does NOT count for vesting and only study time prior to January 1, 2000 can be validated for the frozen defined benefit plan.

We will review the application form and documentation. If we determine the study time to be eligible for service credit, we will notify the current employer if a corresponding contribution to the plan is required. Upon receipt of the contribution (if required), a letter of approval will be issued. Eventually, you will receive a corrected copy of the computerized service record with the graduate study converted to a code which will allow it to count towards benefits. This process may take some time as it will require special programming changes to the software prior to data entry.

It is up to you to determine how to inform your employees of this process. It may involve some work now, but should significantly streamline the actual retirement application process later. But more importantly it will improve the accuracy of the service record reporting to your employees.

Sincerely,

Del L Johnson Administrator

#### **Application for Graduate Study Service Credit**

Employee Name		Current Employer
Degre	ee Awarded:	
Date	Study Commenced:	Ended:
Date	Employed after Leave:	
Attac	ch Copies of:	
	(Not necessary if BD or B. Service Record (Hard copy, both sides) confirm that the above-named is elicentees.	al evidence of degree earned M-Div from Andrews University) gible for service credit under Z 15 60 for graduate study
A:	Employee	Date
B:	Employer	Date
C:	Retirement	Date
	Degrand Date Date Attack We coleave A: B:	Degree Awarded:  Date Study Commenced:  Date Employed after Leave:  Attach Copies of:  A. Diploma or other officia (Not necessary if BD or B. Service Record (Hard copy, both sides)  We confirm that the above-named is elileave.  A: Employee  B: Employer

#### Z 15 60 Graduate Study Policy

1. Service Credit C Service credit for calendar years prior to January 1, 2000 not to exceed two years shall be granted for time spent in obtaining graduate degrees with less than full or no denominational remuneration according to the following provisions:

- a. The degree earned is above the Master of Arts level.
- b. The person either begins or returns to full-time denominational service within one year of the awarding of the degree.
- c. Service credit equal to the less of two years or the minimum time required to complete the degree shall be granted to persons who earn a doctoral degree.
- d. A maximum of one year of service credit shall be granted for the Master of Divinity or equivalent professional degree.
- e. The degree must be awarded before service credit is granted.
- This service credit cannot be counted for vesting purposes.
- 2. Contributions **C** The organization that employs such persons after the period of graduate study, if other than a conference, shall be responsible to pay to the Retirement Plan the amount that would have been contributed to the Plan during the service credit period if the persons had been on the payroll of that organization.

# **Eligibility Decision Tree**

#### Circle "Yes" or "No" Below, as Appropriate:

Graduate Study with Full Remuneration?	Yes	Eligible for Regular Employment Service Credit
No		
Graduate Study Above Master of Arts?	No	Not Eligible for Graduate Study Service Credit
Yes		
Received Degree?	No	Not Eligible for Graduate Study Service Credit
Yes		
Entered or Re-entered Employment within one year of Degree?	No	Not Eligible for Graduate Study Service Credit
Yes		
Vested not Including Graduate Study Credit?	No	Not Yet Eligible for Graduate Study Service Credit
Yes		
Master of Divinity?	Yes	Eligible for up to One Year Graduate Study Service Credit
No Not Eligible for Graduate Study S	ervice Credit	
Doctorate?	Yes	Eligible for up to Two Years Graduate Study Service Credit
No Not Eligible for Graduate Study S	ervice Credit	

# ADVENTIST RETIREMENT PLAN



**Summary Plan Description** 

12501 Old Columbia Pike Silver Spring MD 20904

#### **Adventist Retirement Plan**

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#### I. Introduction

In 1911, the Seventh-day Adventist Church initiated what became a defined benefit retirement plan, designed to provide a reliable flow of funds for career employees who were no longer able to work due to age or illness. The retirement plan has gone through many modifications since then, and as of 12/31/1999, the U.S. defined benefit plan is a frozen plan. (Canada and Bermuda have their own plans.) This means that, as of that date, no employees of U.S. employers are earning service credit under that plan.

In its place, the Church has initiated a defined contribution plan (the "Plan") for ministers, missionaries and other employees of any U.S. employer that is eligible to participate, as described below. This Plan allows both you and your employer to set funds aside for your retirement. For the most part, these funds will be pre-tax portions of your earnings which will enable you to defer tax payments on the contributed funds until such time as you will withdraw them.

This Plan places significant responsibility on you, the employee. You will direct the investment strategies of these funds. You will make contribution decisions. And upon retirement, you will make distribution decisions.

Because this Plan replaces the prior defined benefit plan that provided a stream of benefits until your death, or in some cases until the death of your spouse, all funds contributed by your employer and by you will remain in the Plan until such time as you either terminate from denominational employment or reach age 62, whichever is later. Some exceptions will be spelled out in the sections of this booklet entitled Payment of Benefits and Pre-62 Withdrawals.

The Plan requires you to take a distribution of your funds within one year of both attainment of age 62 and retirement or termination from denominational employment. However there are limits and tax consequences (described in <u>Payment of Benefits</u>) depending on how you access these funds. You may choose to transfer your account balance to similar investments, allowing the funds to continue to grow. You may select from a range of tax deferred instruments. Or you may direct the Plan to purchase an annuity for you with the account balance.

#### Tax Designation

The employee voluntary contribution component of the Plan is a Church retirement income account program described in section 403(b)(9) of the Internal Revenue Code. The employer basic and match contribution components of the Plan is a retirement income account program described in section 401(a) of the Internal Revenue Code.

#### This Booklet

This booklet is called a Summary Plan Description. It provides a general description of the Plan and its provisions. As a summary it cannot be considered an exhaustive description of the Plan and how it would work under all situations. There is a legal Plan document, *Adventist Retirement Plan*, (ARP) and your rights and obligations, and the rights and obligations of the Plan and your Employer, are controlled by that document. If this summary is inconsistent with the ARP, the terms of the ARP will control.

If you wish to review the Plan document, you may do so by contacting the Adventist Retirement Plans office. Cross-Reference is made throughout this document to the "ARP".

#### Purpose of the Plan

The primary purpose of the Plan is to provide retirement income for the employees of participating employers and their beneficiaries. The contributions that you and your employer make to the plan, and the earnings on those contributions, are designed to provide a significant portion of financial security in your retirement. However, few retirement plans are alone adequate to maintain a pre-retirement standard of living in retirement. Social Security and other personal assets will usually play a significant role in meeting your retirement income goals.

#### Contributors to the Plan

The Plan is a Defined Contribution Plan. Pre-tax Employer Contributions are credited to your personal account after each payday. As an employee, you are also urged to make voluntary contributions to the Plan. Your employer will partially match your personal contributions.

The IRS limits the contributions which both you and your employer can make to the Plan. Upon your request and based on information you provide, the Plan will help you to calculate those limits and to review various alternative strategies in case the limits are exceeded. However remaining in compliance with contribution limits is your responsibility.

#### Plan Administration

The North American Division Adventist Retirement Plan office administers the Plan. If, after reading this booklet, you have questions regarding the Plan, you should contact the at:

Adventist Retirement Plan 12501 Old Columbia Pike Silver Spring MD 20904

If you have questions about your plan investments, you should contact the investment administrator, VALIC.

#### II. Eligibility



Generally, if you are an employee of a U.S. Seventh-day Adventist Church entity as listed in the *SDA Yearbook*, or if you are an interdivision missionary from the U.S., sent by the General Conference of Seventh-day Adventists, you are eligible to participate in the Plan. Since U.S. Adventist hospitals and related entities have a

separate retirement plan, their employees are not eligible to participate in this Plan.

Further, in order to participate in this Plan, you must meet certain criteria:

- You must be employed in a job that requires at least half-time on a regular basis, as defined by your employer.
- You are not eligible if your employer is an educational institution and you are employed as 'student labor' as defined by the IRS for purposes of FICA exemption.
- You must be at least 20 years of age.
- You must not be employed in a temporary position, that is a position not expected to last longer than five months when employment is begun.
- If you are an employee of an employer that is a subsidiary organization of a Participating Employer but is not listed in the *SDA Yearbook*, such as a local elementary school or a local church, you may participate if you are paid on the Participating Employer's payroll.
- Adjunct professors, and auxiliary employees such as industry employees not normally eligible for employee benefits are not eligible to participate unless documentation of employment clearly specifies eligibility.
- If you are a commissioned salesperson who is a documented employee of a participating employer, you are eligible to participate. Contributions will be based on commissions. Salespersons who are deemed by relationship documentation to be independent distributors are ineligible to participate.

In addition, the following individuals are eligible to participate in the Plan under certain circumstances:

- Even if you are ineligible to participate in this Plan, you may participate in the Voluntary Contributions section of the Plan. If you do so, your employer is required to mark the pension box on your W-2 which may render you ineligible to tax deduct contributions to an IRA.
- Military Service that interrupts the career. Notwithstanding any provision of this plan to the contrary, contributions with respect to qualified military service will be provided in accordance with section 414(u) of the Internal Revenue Code. The IRS allows 'make-up contributions' that are not subject to the various annual limits on plan contributions. Pre-career military service is not covered under this provision.
- Chaplains: Adventist chaplains, properly credentialed by the Church, may participate in the Plan by making personal tax-deferred contributions to the Plan even though employed by another organization. Also, the chaplain's employer may make contributions to the Plan at its option.
- Graduate Study: A leave of absence for graduate study, if followed immediately by post-leave employment may be 'recaptured' by the post-leave employer increasing employer contribution rates for up to two years of graduate study over a four year period of post-leave employment.

If you are eligible to participate in the Plan, you may enroll by obtaining an application packet from your employer or from the Plan and following the procedures set out by the .

#### III. Contributions



#### Personal Investment Accounts

Upon enrollment, personal investment accounts will be set up in your name. After each payroll, contributions and earnings on contributions will be posted to these accounts. The funds will be invested according to your elected investment strategy, which you

can change.

At the close of each quarter, you will receive a statement of your account balances that reflect all employer contributions, your contributions, and earnings on those contributions since the last statement. It is important that you review the statement and make certain that all contributions have been posted to your account on a timely basis, and that your retirement funds are being invested according to your instructions.

In addition to the quarterly statement, you can contact the Plan Web Site or phone the Plan 800 number to find out the current market value of your account.

#### **Investment Strategy**

As the employee, you have the opportunity to develop your own investment strategy for your retirement funds. The Plan offers a number of investment opportunities, each of which has a specific investment objective. The Plan will provide specific information on each of these opportunities including the objective, historical return on investment and historical volatility.

If you choose not to select your own investment strategy, the Plan has defined a default investment strategy which may or may not meet your investment needs. Separate documentation will be provided to assist you in developing an investment strategy and to inform you regarding investment opportunities.

#### **Employer Basic Contributions**

If you are eligible to participate in the Plan, your employer will make a basic contribution to your defined contribution account after each payroll. The contribution rate will be set annually for each North American Division remuneration category based on 4% of the Category A remuneration. The table gives factors and contributions rates for the year 2000. The 3.1% and 4% constitute a floor and ceiling for contribution rates.

Basic Employer
4%
3.75%
3.5%
3.3%
3.1%

Charlene is an attorney who is hired on a special contract on a 'community pay basis.' An Adventist College pays her a flat \$5,000 per month. She is determined to be eligible to participate in the Plan. The College\_is in a Category E area. Employer Basic Contribution to Charlene's retirement plan will be 3.1% of \$5,000 or \$155.

If you are not paid on the North American Division percentagebased remuneration schedule, contributions will be made based on your actual pay and at the contribution rate applied to employees who are paid according to the remuneration schedule in

your area.

If you are a commissioned salesperson who is a documented employee of a participating employer, your employer will contribute based on your commissions. Salespersons who are deemed by relationship documentation to be independent distributors are ineligible to participate.

Because of its financially distressed situation, the Great Plains Conference pays its staff on a remuneration factor that is only 75% of the NAD Category A Remuneration Factor. Employer Basic Contributions will be 4% of actual pay.

#### **Employee Voluntary Election**

You may elect to make pre-tax contributions to this

Plan based on a dollar amount or a percentage of your salary. Your voluntary contributions are made pursuant to a 'salary reduction agreement'. Since you do not have access to this part of your salary, you are not generally liable for income tax on it until such time as you withdraw it from the Plan.

The Plan does not set a maximum on your Voluntary Contributions, but the Internal Revenue Code limits how much you can contribute. See "Contribution Limits" for a description of these limits.

#### **Employer Match**

As an incentive to encourage you to make a voluntary contribution to the Plan, your employer will contribute an additional 'match' to your account equal to 50% of your voluntary contribution up to an employer match maximum of 25% of the employer basic contribution. You may contribute more than what your employer will match, but you should assure yourself that you will not exceed Internal Revenue Code limits on total tax-deferred contributions.

Example, assuming Category A.						
Employee %	<u>Emplo</u>	yer % -	<i>⊢ Employer Match</i>			
0%	4%	+	0%			
1%	4%	+	.5%			
2%	4%	+	1%			
3%	4%	+	1%			
4%	4%	+	1%			

#### Rollover/Transfer Contributions

If you are a participant in another 403(b) plan, such as a Tax Sheltered Annuity, you may also be able to transfer account balance accumulations in such a fund to the Plan. Also, if you receive a distribution from such a plan, you may be able to 'rollover' such a distribution into you new Plan account. Your employer will not match transfers or rollovers. Since the IRS places some restrictions on transfers and rollovers, you should check with the administrator of the existing plan and the to determine if such a transfer can be made.



#### **Contribution Limits**

The Internal Revenue Code limits the amount that you and your employer can contribute to your account. Essentially there are three limits set by tax laws. You can only contribute the amount permitted by the lowest separate limit.

The first is a flat dollar limit on voluntary contributions.

Limit on Elective Deferrals: Voluntary contributions made under a salary reduction agreement cannot exceed \$10,000 (1998 figure, indexed for inflation) in a calendar year. However if you have worked for a participating employer for more than 15 years, your available limit may be increased. You may wish to contact the for additional information on these options, or consult a tax advisor.

The next two limits are described as a percentage of earnings.

The General Rule: Total contributions from you and your employer cannot exceed the lesser of \$30,000 or 25% of your taxable compensation in a calendar year. For purposes of this rule, 'Compensation' adds back any salary reduction amount, thus giving you a higher compensation base. If you are a minister, 'taxable compensation' does not include compensation designated as a parsonage or housing allowance.

Example of the 'General Rule':

Taxable Compensation ...... \$30,000

X 25%

Max contribution by employee

and employer ...... \$7,500

Maximum Exclusion Allowance: Annual contributions from you and employer cannot exceed 20% of your taxable compensation (including your voluntary contributions), times your years of qualifying service with participating employers, minus the aggregate of untaxed contributions or deferrals from previous taxable years.

Remember, you cannot choose which limit you will be under. You are constrained by the limit with the lowest permitted contribution.

 $Example of the 'MEA': \\ Taxable Compensation ... $30,000 \\ \underline{X 20\%} \\ \$6,000 \\ Times Years of Service ... \underline{20} \\ \$120,000 \\ Less actuarial value of pre-freeze \\ plan and prior contributions ... <math>\underline{\$106,000} \\ This Year's Limit ... \$14,000$ 

Example: In the above examples, taxable compensation is \$30,000 per year. The three calculations yield the following limits:

Limit on Elective Deferrals \$10,000

The General Rule \$7,500

Maximum Exclusion Allowance \$14,000

The lowest limit in this example is The General Rule.

Employer and Employee tax deferred combined contributions cannot exceed \$7,500.

There are certain rules that allow for additional tax-deferred contributions in certain circumstances. These are:

Year of Separation from Service Limit

Any Year Limit

Overall Limit

Special Election for Church

Employees

Minimum Exclusion Allowance
These limits are beyond the scope of this booklet but may be helpful in years in

which your contributions exceed the lowest of the three limits above.

The Plan will assist you in calculating your limits. However the limits calculations require information from previous tax deferrals. These calculations will only be as reliable as the information you give us. You may wish to consult a tax advisor on the issue of contribution limits.

#### **Excess Deferrals**

If you are determined to have exceeded a deferral limit, the excess will be paid to you as taxable income by March 30 of the year following the excess deferral. This income will be reported to the Internal Revenue Service on a 1099R form as required by the IRS.

#### Parsonage Allowance

If you are a minister with a significant parsonage allowance exclusion, you will have a correspondingly smaller taxable compensation base upon which to calculate the limits, particularly under 'The General Rule'. You may be prevented by these limits from making as large a pre-tax contribution as you would wish. In order to overcome this shortfall, you may be able to contribute to a "Roth IRA", or make after-tax contributions to the Plan. You should consult with a tax advisor or the if you anticipate that your parsonage allowance exclusion will exceed approximately 65% of your compensation.

#### **Employee After-Tax Contributions**

You may choose to contribute additional amounts to the Plan on an "after-tax" basis. These contributions will not reduce your currently taxable income. Earnings on the contributions, however, accumulate

Example: At the end of 2001, Pastor John finds that he has under-estimated what his parsonage allowance exclusion is going to be. Gross Income \$40,000 Parsonage Allowance \$30,000 Taxable Compensation \$10,000 General Rule Maximum Deferral Actual Deferrals Employer Basic \$ 1,600 Employee \$ 800 Employer Match \$ 400 Total Deferral Excess Deferral \$ 300 Unless other arrangements are made, John will receive a check for \$300 and a 1099R which will report taxable income to the IRS. John may be able to place this money

into a Roth IRA or another investment vehicle in order

to protect the tax deferral of the excess.

on a tax-deferred basis. Furthermore, after-tax contributions are still subject to 'The General Rule' limit, and thus may be of limited value. You may wish to consult a tax advisor regarding the benefits of pre-tax and after tax contributions.

Ref: ARP IV

#### Vesting of Contributions & Earnings

All employee contributions and earnings on those contributions are non-forfeitable. However employer contributions are subject to three-year vesting for new employees. Vesting is counted on an elapsed time basis. A new employee who is eligible to

participate in this Plan is considered to have met the three-year vesting requirement after three years of

Example: Tom became eligible to participate in this Plan on July 1 of last year. He ceased employment on June 30 of this year. Tom has until the end of next year to become eligible to participate again. If as of December 31 of next year Tom is still not an eligible participant, the employer contributions and their earnings will be forfeited back to the employer.

employment regardless of whether that employment has been full or part-time. Your vesting is portable among participating employers including pre-freeze service. Vesting is also portable for Interdivision Employees and for service in Canada and Bermuda.

Service is permanently preserved towards vesting. An employee who works one year and then ceases employment can count that one year towards vesting

during future employment if he can document such employment.

At the end of the calendar year following the year of termination of an un-vested employee, employer basic and match contributions will be forfeited. Future employment will not recover forfeited contributions.

#### IV. Tax Implications

In this section certain tax matters are discussed in a

Example: Tom above does not become an eligible participant as of December 31, and thus forfeits all employer contributions. However in three more years, Tom becomes eligible to participate. Since he already has one year of vesting, he only has to work for two more years in order to become fully vested for the contributions and earnings on those new years. However the forfeited contributions are not recovered.

general way. You may wish to consult your tax advisor if you have technical questions.

#### Federal Income Tax

Neither employer contributions nor your pre-tax contributions are subject to federal income tax in the year contributed. Your W-2 will show a reduced taxable income for federal tax purposes. Withdrawals will create a potential tax liability. In most cases this will be after retirement, often at a lower tax rate.

#### State and Local Income Tax

Most states and some localities have their own income tax. Generally this tax is calculated on the same taxable income shown on the W-2 that is used to calculate federal income tax. However some states and localities have other rules. If you are subject to such taxes, you will wish to consult with a tax advisor or the tax office of the state or locality in question.

#### Social Security - FICA/SECA

Employer contributions are not subject to Social Security or Medicare payroll taxes. Your pre-tax contributions made under a salary reduction agreement will reduce your SECA taxes (Self-employment tax for ministers), but not your FICA taxes (Social Security and Medicare).

#### Parsonage Allowance Exclusion

If your last denominational pre-retirement employer considered you to be eligible for a Parsonage Allowance Exclusion (that is your taxable income was reduced by the cost of maintaining a 'parsonage' or home,) upon retirement you are eligible to consider up to 100% of your annual taxable distribution of your plan benefits to be parsonage allowance. The Internal Revenue Service has specified that the amount actually excludable as parsonage allowance cannot exceed any of the following:

- Fair rental value of the furnished home plus the cost of utilities.
- Actual expenses of operating a home.
- The amount designated by the as a parsonage allowance.

Upon your retirement, the Plan will assist you in setting up a distribution system which will protect a designated parsonage allowance within the context of tax laws..

You may wish to consult your tax consultant on how to best make use of your parsonage allowance exclusion.

#### V. Payment of Benefits



The total accumulations in your retirement accounts are available to you after you reach 62 years of age and have terminated from denominational service. You must withdraw or transfer your funds within one year of post 62 retirement or termination from service with a Participating Employer.

When you retire, or are otherwise eligible to receive a distribution from your account balance, you must file an application with your employer and the . Your employer will provide you with the appropriate forms required by the . If not currently employed by a Participating Employer, you may receive a withdrawal packet by contacting the .

You will be requested to make important decisions regarding the method for distributing your account balance. The will hold regional pre-retirement planning workshops from time to time, and you should plan to attend. You may also wish to consult a family financial planner for advice on how best to meet your retirement needs.

The retirement distribution will in all cases be limited to the funds in your account balance. The Plan maintains no separate 'welfare fund' for special needs, and is not able to make discretionary donations for special needs.

#### Annuities

An annuity is a flow of funds that is purchased with your account balance. A company (usually an insurance company) agrees to provide a monthly benefit to you until you pass away. The amount that they will pay to you monthly depends on how long they expect you to live, how much you pay them up front, expected investment returns, whether you wish to have your annuity protected against inflation or not, and whether you wish to have part or all of your benefits to continue to go to your spouse if you pass away before your spouse does.

The annuity payments are normally taxable in the year received. (Ministers, see <u>Tax Implications</u> for information on Parsonage Allowance Exclusion.)

Upon request, a VALIC representative can provide you with current information from one or more providers of annuities.

#### Rollovers to Individual Retirement Accounts or 403(b) Plans

An IRA is simply a tax deferred fund that you can 'roll' your pre-tax retirement accumulation into upon retirement. You can set up an IRA with VALIC, banks, brokers or other financial institutions. You can invest according to your wishes, and you can withdraw (and pay tax on) funds as you wish. You also may have a 403(b) plan account balance from a previous employer. You may rollover your account balance to either an IRA or another 403(b) account when you have reached age 62 and terminated denominational employment. The Internal Revenue Code requires that you begin to withdraw from your IRA or 403(b) account the later of retirement or 70 ½ years of age, over a time period that will not exceed your life expectancy or the joint life expectancy of you and your designated beneficiary.

The Plan will sponsor a special IRA with some limitations that retired ministers may wish to utilize in order to protect their retirement benefits from taxes under the housing allowance exclusion provisions of the Internal Revenue code.

#### Lump Sum Distribution

You may request part or all of your retirement accumulation as a lump sum distribution. This may of course create a significant tax liability, and the Plan is required to withhold 20% for the IRS if you request a lump-sum payout which is not going into a tax deferred instrument such as an IRA. If you are married, your spouse must consent to such a payout.

#### Installment Plan

You may request a monthly payment from your account balance. Since the Plan does not provide this support after retirement, you would need to negotiate this service with your IRA custodian (see <u>Rollover to Individual Retirement Account</u> section above.)

#### **Divorce Situations**

If you are divorced or legally separated from your spouse, your benefits under the plan shall only be paid or held for payment to your spouse or former spouse pursuant to the terms of a Qualified Domestic Relations Order as defined in the Internal Revenue Code.

#### Cash-Out of Small Accounts

The Plan may, at its discretion, make a lump sum benefit payment to you if you terminate from denominational service and if the balance in your account is less than \$5,000.

#### Which Should I Choose?

The option that is best for you will depend on a number of assumptions. You will want to carefully consider a number of factors including:

- Your retirement expense budget.
- The size of your account balance and its ability to generate the required flow of funds to meet the expense budget.
- Your interest in the long-term management of investments.
- Other income from Social Security, investments, employment, etc.

#### VI. Pre-62 Withdrawals

In limited instances, certain accumulations can be withdrawn prior to age 62.

#### **Hardship Withdrawals**

If you face certain hardship criteria, you may request pre-retirement withdrawal from your <u>employee</u>-contributions account. The IRS allows such withdrawals if a financial need can be determined to be 'immediate and heavy', although if the contribution and earnings were pre-tax, you will have to pay normal income taxes on the withdrawal plus a penalty if the withdrawal is prior to age 59 ½.

The hardship application must be based on one of the following criteria:

- a. Major out of pocket medical expenses incurred by you, your spouse or your dependents.
- b. The purchase of a principal residence.
- c. Tuition payments for post-secondary education for you or your dependents.
- d. Avoidance of eviction or foreclosure on your principal residence.

#### After a hardship withdrawal, two events occur:

- 1. All elective deferrals and employee contributions are suspended for at least 12 months, and
- 2. The employee's elective deferral limit for the next calendar year is reduced by the employee's elective deferrals in the calendar year of the hardship distribution.

#### Loans From Your Retirement Accounts

The Plan allows you to borrow from your employee voluntary account, subject to certain limits mandated by the IRS. Information regarding specific loan provisions can be obtained by contacting VALIC directly and requesting loan application materials.

#### **Disability Distribution**

If you become disabled prior to age 62, and become eligible for disability pay under your employer's long-term disability insurance plan or under Social Security, you may apply to have access to your lump sum accounts to be withdrawn, rolled over or converted to an annuity just as if you had reached age 62 and retired from denominational employment. You should note that there may be limits on disability withdrawals of your voluntary contribution account depending on your level of disability as defined by the federal government.

#### Pre-Retirement Death Distribution

If you die prior to eligibility for access to your account balance either by reaching age 62 and retiring or terminating from Denominational employment, your surviving spouse will have access to your account balance to be withdrawn, rolled over or converted to an annuity just as if you had reached age 62 and retired from denominational employment. Your spouse may also choose to postpone access to the account until such time as you would have reached age 62.

If you have no spouse upon your death, your account balance will be paid to your designated beneficiary, or to your estate if you have not designated a beneficiary.

#### After-Tax Contributions Withdrawals

After-tax contributions are available for distribution at any time without tax or penalty, but withdrawal of the tax-deferred earnings on those contributions will probably create a tax liability and a penalty if withdrawn prior to age 59 ½. If you are married, your spouse must consent in writing to any such

withdrawal.

#### Pre-62 Separation/Termination

If before age 62, you terminate employment with a participating employer, you may request that the balance in your Employee Contribution account be transferred to another retirement plan, cashed out or rolled into another instrument of your choice, subject to IRS limits. Your Employer Contribution accounts must remain in the Plan until such time as you reach eligibility.

#### VII. Administration

This section specifies responsibilities for the general administration of your retirement funds.

#### Responsibilities

The is responsible for the following tasks:

- a. To follow your instructions in allocating all contributions and earnings in a timely manner to the investments that you have selected.
- b. To report to you quarterly on the performance of your funds and on the timeliness of your employer in forwarding all contributions to your account.
- c. To provide disclosure and education in cooperation with your employer on investment strategies and general retirement planning.
- d. To keep plan administrative costs within a reasonable range to maximize investment returns.
- e. To maintain the fund within applicable legal constraints.
- f. To provide access to your account upon your eligible application for such access in a timely manner.
- g. To use reasonable efforts to locate you or your beneficiaries if necessary. Any payment due or correspondence sent to the last address you provided to us shall constitute adequate payment and communication to you and shall be binding on you for all purposes of the Plan.
- h. To care for all other matters relating to the administration and management of the Plan.

#### The is <u>NOT</u> responsible for:

- a. Failure of your employer to forward your retirement contributions to your account.
- b. Failure of the market to meet your expectations.
- c. Failure to follow your instructions, if those instructions are not provided to the Plan in a method designated by the .
- d. Ensuring that information given to us is accurate when you ask us to assist you with contribution limits calculations.

#### Your Employer's Responsibility

Your Employer is responsible for the following tasks:

- a. To contribute to your retirement Plan at each payroll as per policy.
- b. To forward all contributions to your account in a timely manner in a form as designated by the .
- c. To assist you in communicating with the if necessary.
- d. To provide you with various forms and educational materials provided by the as needed.
- e. To make provision for periodic seminars and workshops in cooperation with the .
- f. To assist you in your application for access to your account balance when you become eligible on a timely basis.

#### Your Responsibility

You are responsible for the following tasks:

- a. To plan for your retirement, estimating your retirement needs and resources.
- b. To attend workshops and seminars provided by your employer and the to assist you in planning for retirement.
- c. To read pre-retirement material as provided by the to learn what options will be available to you when you have access to your Plan account balance.

- d. To select an investment strategy and to inform the of that strategy in a format specified by the .
- e. To monitor the investment performance of your account balance, and to make such changes as would best meet your investment strategy.
- f. To bring to the attention of the any errors or omissions on your quarterly statement.
- g. To keep the informed of any of the following changes:
  - 1. Your address
  - 2. Name & address of your beneficiary(s)
  - 3. Your marital status
- h. Upon retirement, to make the necessary decisions regarding your account balance distribution and to inform the in the format specified by the .
- i. To provide accurate and complete testing data for purposes of calculating limits of contributions. You are ultimately responsible for being in compliance with the Internal Revenue Code requirements regarding limits.

#### Amendment and Termination

The is authorized to amend the provisions of the Plan as necessary. Major changes, such as a change in contribution rates requires the approval of the North American Division. It is expected that the Plan will continue indefinitely. However, the may terminate the Plan, subject to the approval of the North American Division of Seventh-day Adventists, before such Plan termination shall become effective. If the Plan is terminated, the has the right to distribute all account balances as lump sum payments.

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North American Division Secretariat 12501 Old Columbia Pike Silver Spring, Maryland 20904-6600 USA Tel: (301) 680-6467 FAX: (301) 680-6464

#### ORDER FORM FOR NAD REPORTING FORMS

FORM# ENGLISH  A 200  A 300  A 400  A 500  A 600  A 700  B 700 Conf Only  C 700 Union Only	<ol> <li>Please make several copies of this order form for use by your office to request future reporting forms.</li> <li>Indicate number of forms wanted on line after each form number.</li> <li>Unions and Conferences should fax (301) 680-6464) or mail (see below) this order form (no phone orders taken please) to the office of Carolyn Rochester. There is NO charge for these forms. Thank you for using them. (Print or Type plainly to avoid delays and mistakes.)</li> <li>Orders may be submitted by Electronic Mail (e-mail) to: Carolyn.Rochester@nad.adventist.org</li> </ol>
FORM # (*SPANISH) QTY	Date MAIL NAD REPORTING FORMS TO:
A 200 S	MAIL NAD REPORTING FORMS TO:
A 300 S	Name of individual placing order (PRINT or TYPE PLAINLY)
A 400 S	N. CH.: C. C. CREDIT THE PLANTS
A 500 S	Name of Union or Conference (PRINT or TYPE PLAINLY)
A 600 S	Street Address Only for UPS delivery (PRINT or TYPE PLAINLY)
	City (PRINT or TYPE PLAINLY)
FORM #(*FRENCH) QTY A 200 F	State/Province (PRINT or TYPE PLAINLY) Zip/Postal Code
A 300 F	For Office Use Only
4 500 F	Please fill this order at: R&H *PPPA  Date
A 500 F	Order sent by: Fax E-mail
A 700 F	Authorized Signature

# Sabbath School Attendance

# REPORT

Γeacher's/Leader's Name:	
Directions for Using this Report:	Cradle Roll
This report should be filled out on the second Sabbath of each quarter by:	Kindergarten
a. Each Adult Sabbath School class teacher or the Adult Division leader, and,	Primary
b. Each Division leader in the other Sabbath School Divi- sions.	Junior
2. Obtain this information by counting the total number attending.	Earliteen
3. When this report is completed, give it to your local church Sabbath School /Church Min-	Teen (Grades 9-12)
istries Secretary.	Young Adult (18-29 yrs.)
Date:	Adult

A-200/July 1, 1990

# Présence à l'Ecole du Sabbat

# RAPPORT

Instructions pour remplir ce formulaire:	Berceau
. A remplir le second Sabbat de chaque trimestre	Jardin d'enfants
. par le moniteur de chaque classe de l'Ecole du Sabbat des adultes.	Primaire
b. par chaque responsable d'une division des jeunes.	Junior (Cadets)
Pour obtenir les données requises, comptez le nombre total de personnes présentes.	Pré-Adolescents
Une fois le rapport complété, remettez-le au Secrétaire de l'Ecole du Sabbat locale, ou	Adolescents
au responsable des Ministères Personnels.	Jeunes adultes
Date:	Adultes

A-200/Jul. 20, 1989

# INFORME

#### Asistencia a la Escuela Sabática

Instrucciones para llenar este formulario:	Cuna
. Este informe debiera ser hecho el segundo sábado de cada trimestre (o el sábado designado por su Asociación) por:	Jardín de Infantes
a. Cada maestro de la Escuela Sabática de adultos o su director.	Primarios
<ul> <li>b. Cada director de las otras divisiones de la Escuela Sabática.</li> </ul>	Menores
Obtenga esta información     contando el total de personas que     asisten incluyendo los miembros     y demás asistentes.	Intermediarios
i. Una vez lienado el informe, entrégueselo a la secretaria de Escuela Sabática y Ministerios de la Iglesia.	Adolescentes (grados 9-12
Fecha:	Jóvenes (18-29 años)

A-200S/Feb. 2000

# Sabbath School

PROFI	
Secretary's Name	
Directions for Using this Sabbath School Profile:	A-200: Sabbath School Attendance
This profile should be filled out by the Sabbath School/Church Ministries secretary. On the second Sabbath of each quarter, the secretary should be sure to distribute Sabbath School Attendance	Children: Cradle Roll
Report (Form A-200) to each Sabbath School class or division leader.	Kindergarten
Obtain the information for this <i>Profile</i> from the forms mentioned above, which are to be completed on the second	Primary
Sabbath of the quarter.	Junior
Copies of this completed report go to your:     a. Church clerk/statistical secretary (white copy).	Earliteen
<ul> <li>b. Pastor (yellow copy).</li> <li>c. Church ministries leader or SS Superintendent (pink copy).</li> </ul>	Teens (grades 9-12)
d. Church files (gold copy).	Young Adults (18-29 years)
When this report is completed, give it to your local Church Clerk/Statistical Secretary.	Adults
	Total
SABBATH SCHOOL CLA	ASSES
How Many Adult Classes Each Week: A. Met in the sanctuary?	B. Met in other locations?
Which children's divisions met each week? (Check [✓] the ones that m	net.)
☐ Cradle Roll ☐ Combined all	l ages
Beginner Combined Be	eginner and Cradle Roll
	indergarten and Primary
	rimary and Junior
Junior Combined Ju Earliteen	nior and Earliteen
Does your Youth Sabbath School	
have both a Sabbath School program and lesson study?	
have both a Sabbath School program and lesson study?  have only a lesson study?	

☐ Yes

Do you have a Young Adult Sabbath School?

☐ No

# Ministéres de l'Eglise

# 

# 1. A remplir par le/la secrétaire de l'Ecole du Sabbat ou le/la secrétaire des Ministéres Personnels. A distribuer le 2è Sabbat du trimestre. Le formulaire des Presences a l'Ecole du Sabbat (A-200) à chaque moniteur ou responsable de division de l'EdS. 2. Les renseignements nécessaires pour remplir ce profil (Formulaire A-300) proviennent du formulaire A-200 indiqué cidessus. 3. Remettre une copie compléte à: a. le/la Secrétaire l'Eglise (feuille blanche) b. le Pasteur (feuille jaune) c. Dir. des Min. Personnels (feuille rose) d. archives (feuille or) 4. Finalement remettez ce rapport au Secrétaire d'Eglise.

A-200 Présence à	à l'EdS
Berceau	
Jardin d'enfants	
Primaire	
Junior	
Pré-adolescents	
Adolescents (12-17 ans)	
Juenes Adultes (18-30 ans)	
Adultes	
TOTAL	

Classe	es de l'Ecole du Sabbat
Nombre de classes adultes tenues	par semaine:
A. dans le temple?	
B. ailleurs?	
Catégories des classes enfantines t	enues chaque semaine:
Cochez les cases qui convie	nnent (🗸)
☐ Berceau	□ Ages divers
☐ Débutant	☐ Combinaison Débutant/Berceau
☐ Jardin d' enfants	☐ Combinaison Jardin d'enfants/Primaire
☐ Primaire	☐ Combinaison Primaire/Junior
☐ Junior	☐ Combinaison Junior/Pré-adolescents
☐ Pré-adolescents	
Est-ce que l' Ecole du Sabbat des	Jeunes de votre église comporte
☐ à la fois un programme	et une lecon de l'Ecole du Sabbat?
🗆 seulement une lecon de l	'Ecole du Sabbat?
Avez-vous une Ecole du Sabbat po	our les Jeunes Adultes? 🗆 Oui 🗆 Non

# Escuela Sabática

# PERFIL

esia	Fecha
eretario/a	
Este informe debe ser llenado por la secretaria de Escuela Sabática/Ministerios de la Iglesia. El segundo sábado de cada trimestre, la secretaria deberá distribuir lo siguiente: Informe de Asistencia a la Escuela Sabática (Formulario A-200) a cada clase de la Escuela Sabática o al director de cada división de la misma.  Obtener la información para este Perfil de los formularios mencionados más arriba, los que deben ser completados el segundo sábado del trimestre.  Las copias de este informe se distribuyen de la siguiente manera: a. La copia blanca para la secretaria de la iglesia / estadísticas.	A-200 Asistencia a la Escuela Sabática  Niños: Cuna  Jardín de Infantes  Primarios  Menores  Intermediarios
b. La copia amarilla para el pastor. c. La copia rosada para el dirigente de los Ministerios de la Iglesia. d. La copia color oro para los archivos de la iglesia.  Una vez completado este formulario, deberá entregarse a la secretaria de la iglesia / estadísticas.	Adolescentes (grados 9-12)  Jóvenes (18-29 años)  Adultos  TOTAL
¿Cuántas clases de adultos cada semana:  A. se reunieron en el santuario?	
B. Se reunieron en otros lugares?	
¿Cuáles clases de niños se reunieron cada semana?	(Marque las que se reunieron)
	das las adade juntas
Principiantes Pr	incipiantes y lista de cuna juntos
Jardín de infantes Pr	imarios e intermedios juntos
Primarios Int	termedios y adolescentes juntos
Adolescentes	
¿Tiene su escuela Sabática de la juventud	
	ática y una lección de estudio?
ambos un programa de la escuela Sab solamente una lección de estudio?	

# Church Attendance

# REPORT

Church:			
Deacon's			
Name:			

#### Directions for Using this Report:

- This report should be filled out on the second Sabbath of each quarter by the deacon in charge.
- 2. Obtain this information by counting:
  - a. The number of non-SDA s present.
  - b. The total number present, including children, SDA visitors, and the non-SDA visitors already mentioned in part "a" above.
- The best time to take the count is at the beginning of the sermon.
- 4. When this report is completed, give it to your local Church Clerk/Statistical Secretary.

	Non-SDA Visitors:	
_		



A-400/Jan 1, 1994

# RAPPORT

# Eglise Locale - Présences

Nom du Diacre:	
Instructions à formulaire:	Date:
1. Il incombe au diacre en charge de remplir ce formulaire le deux- ième sabbat de chaque trimestre.	
2. Les données nécessaires s'obti- ennent en comptant:	g-10-10-10-10-10-10-10-10-10-10-10-10-10-
a. le nombre de visiteurs non adventistes présents.	Visiteurs non adventistes:
b. le total de personnes présentes y compris les enfants et les visiteurs.	
3. Le meilleur moment de faire ce compte est au début du ser- mon.	Présence totale à l'Eglise
4. Une fois le rapport complété remettez le  au Secrétaire d'Eglise ce rapport au/à secrétaire de l'église.	

A-400F-March 1996

# INFORME

## de Asistencia a la Iglesia

Iglesia:\_\_

Nombre del diácono:\_

Visitas no adventistas:
Total de
asistencia a la iglesia
nensual

### Local Church

# MEMBERSHIP UPDATE

Directions for Using This Update:  1. This report should be filled out quarterly by the church clerk/statistical secretary.  2. Copies of this completed report go to your: a. Conference Secretary (white copy). b. Pastor (yellow copy). c. Church Board Chairperson (pink copy). d. Church files (gold copy).  3. This report is to be completed and mailed as membership changes occur.	City Zip  State/Prov Zip  y). E-Mail I.D. #			Zip
Members Added: Name and Address	Date of Birth (and Grade in b. Profession of Minister Offi			b. If by Letter, from
Members Subtracted:	Date of Birth		a. Letter	
Name and Address	(and Grade in School, where applicable)	Date Subtracted from Member- ship	b. Death c. Dropped d. Missing	If by Letter, to what Church
Membership Summary:	Add th Subtota Subtrac	p, Previous Update Total Number A  tt the Total Numb p, Current Update	dded er Dropped	+

### Eglise locale

## LISTE des MEMBRES

#### Instructions:

- 1. Ce rapport doit être rempli chaque trimestre par la secrétaire d'Eglise.
- 2. Remettez une copie complète au:
  - a. Secrétaire de l'Assoc. (feuille blanche)
  - b. Pasteur (feuille jaune)
  - c. Président du Comité d'Eglise (feuille rose)
  - d. Archives (Feuille or)
- Ce rapport doit être complété et poste au fur et a mesure qu'adviennent les changements.

Eglise	
Addresse	
Ville	
Prov.	Code Postal
Secrétaire d'Eglise	1.
Courrier electronique - Code d'Identification _	
Date	

Date de naissance	Date	a. baptême b. prof./foi	- si par baptême, nom du Pasteur officiant
où cela s'applique)	u admission	c. lettre	- si par lettre, de quelle Eglise
	naissance (et niveau scolaire, là	naissance Date (et niveau scolaire, là d'admission	naissance Date b. prof./foi d'admission

MEMBRES TRANSFERERS OU RETRANCHES:	Année de naissance	Date de Transfert	a. lettre b. mort c. apostasie d. manquant	- si par lettre, de quelle Eglise?
Noms et Adresses	(et niveau scolaire, là où cela s'appliqe)			

SOMMAIRE DES MEMBRES:

Nombre de membres, total précédent Ajoutez le total des membres ajoutés Sous - total

Retranchez le total des membres qui ont quitté Nombre de membres, total courant

+	
=	
-	
=	

## Iglesia Local

# MEMBRESIA ACTUAL

Instrucciones para llenar este formulario:	Iglesia				
Este informe debe ser hecho cada trimestralmente por la secretaria de Iglesia/Estadisticas.     Obtenga la información del informe de bautismos de	Dirección				
su pastor; 3. Las copias de este informe se deben distribuir de la seguiente manera; a. La copia blanca para el secretario de la Asociación b. La copia amarilla para el pastor.		nico Nº.		_Zona postal	
<ul> <li>c. La copia rosada para el presidente de la Iglesia.</li> <li>d. La copia color oro para el archivo de la Iglesia.</li> <li>4. Este informe debiera ser hecho no más de 10 dias después de terminado el trimestre.</li> </ul>		secretaria de Iglesia		Año	
MIEMBROS ANADIDOS: Nombre y dirección	Año de nacimiento (grado en la escuela)	Fecha en que fue aceptado como miembro	a. Por bautismo b. Por carta c. Por profesión de fe	a. Nombre de pastor oficiante b. Iglesia de origen	
MIEMBROS DESPEDIDOS: Nombre y dirección	Año de nacimiento	Fecha en que fue despedido (a)	a. Por carta. b. Por fallecimiento c. Por apostasia d. Desaparecido	a. A qué iglesia fue	
RESUMEN DE MEMBRESIA:			resía previa		
	Sume el número total añadido + Subtotal = Reste el número total descontinuados -				

Membresia actual

### Local Church

# OFFICER UPDATE

#### Directions for Using this Update:

- This report should be filled out by the church clerk/statistical secretary.
- 2. Copies of this completed report go to your:
  - a. Conference Secretary (white copy).
  - b. Pastor (yellow copy).
  - c. Church Board Chairperson (pink copy).
  - d. Church files (gold copy).
- This report is to be completed and mailed as changes occur.
- 4. Please use extra copies if necessary.

Church	
Address	
City	
State/Prov.	Zip
E-Mail I.D.#	
Ch.Clerk/Stat.Sec.'s Name	
Date	

Names and Addresses of Church Officers:				
Office: Name	Telephone#	Address		
Pastor				
Associate Pastor				
First Elder				
Elder				
Head Deacon				
Head Deaconess				
Clerk				
Statistical Secretary				
Treasurer				
ACS Director				
Communications Sec.				
Family Life Coord.				
Health/Temp. Leader				
Home/School Leader				
Pathfinder Director				
Personal Min. Leader				
Pers. Min. Secretary				
Rel. Liberty Leader				
SS Secretary				
SS Superintendent				
Stewardship Leader				
Women's Min. Coord.				
Youth Leader				

## Eglise locale

# LISTE des OFFICERS

#### Instructions:

- 1. A compléter par la Secrétaire d'Eglise.
- Une fois rempli, remettez unc copie de ce rapport:
   a. au Secrétaire de l'Association (feuille blanche)
  - b. au Pasteur (fuille jaune)
  - c. à l'Ancien (feuille rose)
  - d. aux Archives (feuille or)
- A compléter et envoyer au fur et à mesure qu' adviennent des changements.
- 4. Utilisez plus d'une feuille sil le faut.

Eglise:		
Adresse:		
Ville:		
Province:	Code Postal	
Courrier Electronique Code d'Identification:		
Secr. d'Eglise:		
Dota:		

Noms et Adresses des Officiers de l'Eglise				
Position	Nom	Téléphone	Adresse	
Pasteur				
Pasteur Adj.				
Ancien				
Ancien	34			
Dir. des Diacres				
Dir. des Diaconesses				
Secrétaire d'Eglise				
Sec/Statistiques				
Trésorier	(1) (1) (1) (1) (1) (1) (1) (1) (1) (1)			
Dir./Serv. Communaut.				
Communication				
Dir. Vie Familiale	1000			
Dir. Tempérance				
Foyer/Ecole				
Dir./Explorateurs				
Dir. Ministères Personnels				
Sec. Ministères Personnels				
Dir. Lib. Religieuse				
Dir. Ec. du Sab.				
Secr. Ec. du Sab.				
Economat Chrètien		100		
Dir. Jeunesse			3	

## Iglesia Local

## OFICIALES en EJERCICIO

Trimestre:

#### Instrucciones para llenar este formulario:

- Este informe deviera ser hecho cada trimestre por la secretaria de iglesia/estadísticas.
- Obenta la información do las actas de las reuniones de negocios y de la Junta de iglesia.
- Las copias de este informe se distribuyen de la siguiente forma:
  - a. La copia blanca para el secretario de la Junta de Asociación.
  - b. La copia amarilla para el pastor.
  - c. La copia rosada para el presidente de la Junta de eglesia.
  - d. La copia color oro para el archivo de la iglesia.
- Por favor si necesita mas expacio use otra página de papel.

Iglesia:	
Dirección:	
Ciudad:	
Estado/Provincia:	Zona Postal:
Correo Electrónico N:	
Nombre de la secretaría de iglesia/estadísticas:	

Cargo	Nombre	Teléfono	Dirección	
Pastor				
Pastor Asociado				
Anciano*		100		
Anciano				
Director de Diáconos				
Directora de Diaconisas				
Secretario de Estadísticas				
Secretario de Iglesia				
Tesorero				
Dir, de Servicios a la Comunidad				
Dir. de Comunicaciones				
Coordinador de Vida Familiar				
Dir. de Salud y Temperancia				
Dir. de la Asociación				
Dir. de Conquistadores				
Dir. de Ministerios de la Iglesia				
Secr. de Ministerios de la Iglesia				
Dir. de Libertad Religiosa				
Dir. de Escuela Sabática				
Secr. de Escuela Sabática				
Dir. de Majhordomía				
Dir. de Jóvenes				

### Local Church

# STATISTICAL REPORT

Church			_ E-Mai	il I.D. #					
Address			_ City_						
Directions for Using this Repo	State/Prov			Zip					
1. This report should be filled out quar	terly Ch.Clerk/Stat	.Sec.'s Na	ame						
by the church clerk/statistical secreta	ary.	Date							
<ol> <li>Obtain this information from the:</li> <li>a. Church Ministries Profile (A-300)</li> </ol>									
b. Church Attendance Report (A-40 c. Church clerk's records (or form A	0).	Membership*							
3. Copies of this completed report go to	o your:	Children	Teens	Young Ad.					
<ul> <li>a. Conference Secretary (white copy</li> <li>b. Pastor (yellow copy).</li> </ul>		(through grd. 8)	(grades 9-12)	(18-29 years)	Adults	Total			
c. Church Board Chairperson (pink	copy). Baptism					$\Box$			
<ul><li>d. Church files (gold copy).</li><li>4. This report is to be completed and n</li></ul>	Prof. of Faith								
by the 5th day following the last Sab of the quarter.									
	Adjustment								
Sabbath School Attendance	Total		_			(A)			
Children: Cradle Roll	Total					2000000			
Kindergarten	Subtracted:			1					
Primary	Letter					$\Box$			
Junior	Death								
Earliteen	Dropped								
Teens (Grades 9-12)						H			
Young Adults (18-29 years)	Missing		-		- DOLLAR GAR	$\sqsubseteq$			
Adults	Adjustment								
						15.5			
Total	Total					(B)			
Church Attendance		E TAULE	arid greve		DEUI II				
Non-SDA Visitors	Church Mer	nbership S	Summary						
	Membership, I	End of Previ	ous Ouarte	er					
Total Attendance									
SDA School Attendance (Complet only in the fourth quarter)	e Add the Tot	al Number	Added	(A) +	-				
Number of school-age     children and teens (grades     1-12) in church families.	Subtotal								
Number of above attending SDA schools.	Subtract the	Total Numb	er Droppe	d (B) -					
Number of young adults     attending SDA college/     university.	Membership, I	End of This	Quarter	<u> </u>					
4. Number of young adults attending non-SDA college/university, undergraduate.	Inactive Meml								

## RAPPORT STATISTIQUE

## Eglise locale

Eglise							
Address							
Instructions a suit	vre:	lle					
1. A remplir chaque trimestre p Secrétaire d'Eglise. 2. Obtenez les données nécessa des formulaires A-300,A-400 3. Remettez une copie au: a. Secrétaire de l'Ass. (Feuil b. Pasteur (Feuille jaune) c. President du comité d'Eglirose)	ires à partir ), et a-500. Se le blanche)	ovode Porétaire					Apple 1850
d. Archives (Feuille or) 4. Remplissez et envoyez au pli jours aprés le dernier sabba		Membres	Enfants (jusqu à 12 ans)	Adoles. (12-17 ans)	Jeune-Adult. (18-29 ans)	Adult	Total
trimestre.		Ajoutés par Baptêmes					
Présence à l'Ecole du	Sabbat	Prof. de foi					
Berceau		Lettres					
Jardin d'enfants		TOTAL					(A)
Primaire							
Junior Pré-Adolescents		Transférés Retranchés: Lettre					
Juenes Adultes (18-29 ans)		Mort					
Adultes		Apostasie					
TOTAL		Manquant					
Présense à l'Ecole d	Eglise	TOTAL					(8)
Visiteurs non-Adv.  Total des Présences		Somm	aire				
		Nombre de membres à	a fin du dernier	trimestre			
Présense à l'Ecole d	Eglise	Nombre	de personnes ajo	utées (A)	+		
1. Nombre d'enfants 1'Eglise. 2. Combien parmi euz			Tot	al Partiel	=		
fréquentent l'école d'Eglise T'Ecole		Soustraire le nb. de	personnes retran	chées (B)			
3. Nb. de jeunes fréquentant un Collège ou une Univ. adventiste.		No. de memb	res à la fin de ce	trimestre	=		
Combien fréquentent des institutions non-adv.		No. d	anciens membre	s revenus	8		

## INFORME ESTADISTICO

## de la Iglesia Local

Iglesia	Correo electónico No
Dirección	
Instrucciones para Usar este Info	me: Ciudad
Este informe debe ser becho cada trimestre por retaria de iglesia/estadisticas.	Estado/Provincia
Obtenga la información de:     Perfil de Escuela Sabática (A-300)     Informe de Asistencia a la Iglesia (A-400)     Registros de la secretaria de iglesia	Zona postal
(o formulario A-500).  3. Las copias de este informe se deben distribuir o seguiente manera:	Sec. de Igl./Estad. Nombre
a. La copia blanca para el presidente de la Aso     b. La copia amarilla para el pastor.	ación Fecha
c. La copia rosada para el presidente de la Jun Iglesia.  d. La copia color oro para los archivos de la Ig	Miembros (Hasta So. grado) (De 9o. a 12o grado) (De 18 a 29 años)
<ol> <li>Se debe completar y enviar este informe por co más tarde del 5o. dia despueés del último sábac trimestre.</li> </ol>	reo so Agregados: Bautismo
	Prof. de fe
Asistencia a la Escuela Sabátion	a Carta
Niños: Cuna	Combios
Jardin de Infantes	Total (A)
Primarios	
Menores	Despedidos: Carta
Intermediarios	Pallecimiento
Adolescentes (9-12) grado	Apostasía
Jóvenes (18-29 años)	
Adultos	Desaparecido
TOTAL	Combios
A SA I ME SECULARIZATION DE LA COMPANION DE LA	
Asistencia a Iglesia	Total
Visitas no adventistas	Sumario de la membresía de la iglesia
Asistencia total	
Asistencia a Instituciones de Enseñanza Adventistas	Miembros al finalizar el trimestre anterior  Miembros agregados (A)
Número de niños y adoles- centes que pertenecen a	Subtotal =
familias de la iglesia.  2. Número de estos niños y adolescentes que axisten a	Restar el total de los despedidos (B)
escuelas adventistas. 3. Número de jóvenes que asisten a colegios o uni-	Total de miembros al finalizar el trimestre
versidades adventistas. 4. Número de jóvenes que asisten a colegios y uni-	Miembros inactivos recuperados
versidades no adventistas, para estudios no gradua-	

## **Local Conference**

# STATISTICAL REPORT

Conference	E-	Mail I.D.	#		Quart	er
Conference Secretary's Name					Year_	
Directions for Using this Report:			Membe	rship*		
This report should be filled out quarterly by the Conference Secretary.     Obtain this information from the:	Added: Baptism	Children (through grd. 8)	Teens (grades 9-12)	Young /	Ad. Adult	s Total
a. Local Church Statistical Reports (Form A-700) received from your churches.     b. Conference Treasurer's Report.	Prof. of Faith					
Copies of this completed report go to your:     a. Union Secretary (white copy).     b. Conference President (yellow copy).	Letter					
c. Conf. Church Min. Dir. (pink copy). d. Files (gold copy). e. Division Secretary (green copy).	Adjustment					
<ol> <li>This report is to be completed and mailed by the 20th day following the close of the quarter.</li> </ol>	Total					{A}
Total Sabbath School Attendance	Dropped:					
Children: Cradle Roll	Letter					
Kindergarten	Death					
Primary  Junior	Apostasy					
Earliteen	Missing					
Teens (Grades 9-12) Young Adults (18-29 years)	Adjustment					
Adults	Total					(B)
Total						
Total Church Attendance	Conference M	embership	Summary	/		
Non-SDA Visitors	Membership, E	nd of Previo	ous Quarte			
Total Attendance	Add the Tota	l Number A	dded	(A)	+	
SDA School Attendance (Complete only in the fourth quarter)	Subtotal				=	
Number of school-age children and teens (grades	Subtract the	Total Number	er Dropped	(B)		
1-12) in church families. 2. Number of above	Membership, E	nd of This (	Quarter		=	
attending SDA schools.  3. Number of young adults attending SDA college/	Number of Chu	rches				
university.  4. Number of young adults attending non-SDA	Number of Con	npanies		14	- 5	
college/university, undergraduate.	Inactive Member	ers Reclaime	ed	9.		

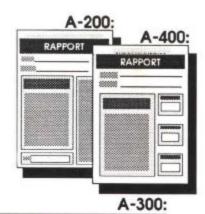
### Union

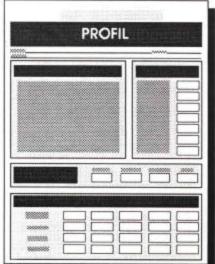
# STATISTICAL REPORT

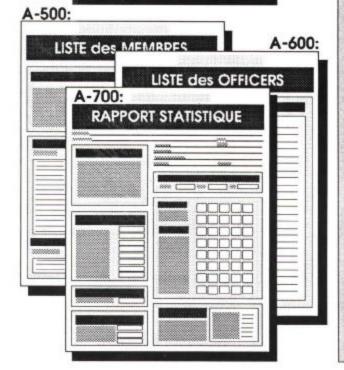
Union	E-Mail I.D. #	Quarter						
Union Secretary's Name		Year						
Directions for Using this Report:	Men	Membership*						
This report should be filled out quarterly by the Union Secretary.     Obtain this information from the Local Conference Statistical Reports (Form B-700) received from the conferences in your union.	Added: Children (through grd. 8)  Baptism (grades 9)  Prof. of Faith							
3. Copies of this completed report go to your:     a. Division Secretary (white copy).     b. Union President (yellow copy).     c. Union Church Min. Dir. (pink copy).     d. Files (gold copy).	Letter Adjustment							
This report is to be completed by the 25th day following the close of the quarter.	Total	(A)						
Total Sabbath School Attendance  Children: Cradle Roll  Kindergarten  Primary  Junior  Earliteen  Teens (Grades 9-12) Young Adults (18-29 years)  Adults  Total	Dropped: Letter							
Total Church Attendance  Non-SDA Visitors  Total Attendance  SDA School Attendance (Complete only in the fourth quarter)  1. Number of school-age children and teens (grades 1-12) in church families.  2. Number of above attending SDA schools.  3. Number of young adults attending SDA college/ university.  4. Number of young adults attending non-SDA college/university, undergraduate.	Union Membership Summar Membership, End of Previous Qua Add the Total Number Added Subtotal Subtract the Total Number Drop Membership, End of This Quarter Number of Churches Number of Companies Inactive Members Reclaimed	(A) + = oped (B)						

### Comment remplir les Rapports de la Division Nord-Américaine

### LES RAPPORTS DE LA NAD







#### I. INSTRUCTIONS A L'USAGE DE LA SECRE-TAIRE DE L'ECOLE DU SABBAT

- A. Le deuxième sabbat de chaque trimestre, la Secrètaire doit assurer la distribution des formulaires suivants:
  - Rapport de Présence à l'Ecole du Sabbat, (Formulaire A-200), distribué à chague moniteur ou chaque Directeur de division.
  - 2. Rapport de Présence à l'Eglise (Formulaire A-400), distribué au Directeur des Diacres.
- B. Ces deux formulaires doivent être remplis le second sabbat de chaque trimestre. Les instructions se trouvent dans les formulaires.
- C. La Secrétaire utilisera les instructions qui s'y trouvent pour compléter le Formulaire A-300, Profil de l'Ecole du Sabbat. Ce rapport, une fois complété, doit être remis au Secrétaire d'Eglise.
- D. La Secrétaire utilisera les informations du Formulaire A-400 (Rapport de Présence à l'Eglise) pour compléter le Rapport Statistique de l'Eglise locale (Formulaire A-700).

#### II. INSTRUCTIONS A L'USAGE DE LA SECRETAIRE D'EGLISE ET/OU SECRETAIRE CHARGEE DES STATISTIQUES

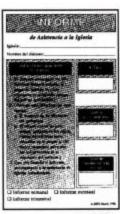
- A. Le Formulaire A-500 ou Liste des Membres et le Formulaire A-600 ou Liste des Officiers seront remplis et envoyés à l'Association périodiquement suivant les changements.
- B. Le Rapport Statistique de l'Eglise Locale, c'est-à-dire le Formulaire A-700, doit être complété et envoyé au plus tard le cinquiéme jour suivant le dernier sabbat du trimestre. Les renseignements nécessaires se trouvent dans:
  - Le Profil de l'Ecole du Sabbat ou Formulaire A-300, qui sera rempli par la Secretaire de l'Ecole du Sabbat ou la Secrétaire d'Eglise.
  - Le Raport de Présence à l'Ecole du Sabbat ou Formulaire A-200, qui sera complété par le Directeur des diacres.
  - 3. La Liste des Membres ou Formulaire A-500.

### Modo de Usar

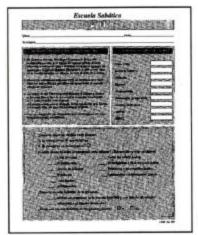
### FORMULARIOS DE INFORMES DE LA DN







A-400S



A-300S



#### I. PARA EL USO DEL DIRIGENTE DE ESCUELA SABATICA / MINISTERIOS DE LA IGLESIA

- 1. Informa de Asistencia a la Escuela Sabática (Formulario A-200) a cada clase o director de las divisiones de la Escuela Sabática, e
- 2. Informe de Asistencia a la Iglesia (Formulario A-400) al diácono encargado.
- B. Estos dos formularios deben ser completados el segundo sábado de cada trimestre. Cada uno de los informes tiene instrucciones de cómo se debe proceder.
- C. El secretario usará la informacion de estos formularios para completar el Perfil de los Escuela Sabática (Formulario A-300). Cuando se complete este informe, se entregará a la secretaria de iglesia / estadisticas.
- D. La Secretaria usará la informacion del formulario A-400 (Informe De Asistencia a la Iglesia) para completar el Informe Estadistico de la Iglesia Local (Formulario A-700S).

#### II. PARA EL USO DE LA SECRETARIA DE **IGLESIA / ESTADISTICAS**

- A. El Informe de Membresía Actual de la Iglesia Local (Formulario A-500) y el Informe de los Oficiales en Ejercicio de la Iglesia Local (Formulario A-600) serán completados y enviados a med da que ocurran cambios.
- B. El Informe Estadistico de la Iglesia Local (Formulario A-700) será completado y enviado no más tarde del 50, dfa a partir del último sábado del trimestre. La información necesaria se obte drá de:
- 1. Perfil de la Escuela Sabática (Formulario A-300) el cual será completado por el director de Escuela Sabática / Ministerios de la Iglesia.
- 2. Informe de Asistencia a la Iglesia (Formulario A-400) que Será completado por el diácono encargado.
- 3. Registros de la secretaria de iglesia, o sea el Informe de Membresía Actual de la Iglesia (Formulario A-500).

#### RECOMMENDATION FOR TRANSFER OF CHURCH MEMBERSHIP

Seventh-day Adventist

Seventh-day Adventist
of uniting with your church body, this egular standing, and that we cordially
of uniting with your church body, this egular standing, and that we cordially
egular standing, and that we cordially
egular standing, and that we cordially
when he/she has been received by you turning the attached form, he/she will DNTHS FROM DATE ONLY
comment helds of T. European to trans-
Date of Birth
ee or City where originally ed Adventist Church
(If information is available)
Cleri



12501 Old Columbia Pike - Silver Spring, MD 20904 Phone (800) 331-2767 • Fax (301) 680-6464

#### Code of Conduct and Guidelines for Volunteers Revised October 30, 2005

#### Acknowledgment

Because our society is filled with pain, problems, and litigation caused by improper conduct of individuals working with children and youth, it is imperative that those working with children have meaningful guidelines for conduct in order to protect both themselves and those under their care. As a ministry volunteer, you want parents and others to feel comfortable and confident with you.

The North American Division of the General Conference of Seventh-day Adventists and Adventist Risk Management, Inc. recommend these Guidelines for Volunteers, which serve as a protection to you, your ministry, and the church from allegations of abuse.





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#### VOLUNTEER SCREENING GUIDELINES FOR CHILDREN AND YOUTH MINISTRIES OF THE NORTH AMERICAN DIVISION OF THE SEVENTH-DAY ADVENTISTS

Revised by the North American Division Committee October 27-30, 2005

- 1. *Objectives*—a. The Seventh-day Adventist Church desires to make its worship and educational environments free from abuse of all kinds. To achieve this goal in its ministry and educational programs, the following guidelines have been developed for implementation throughout the North American Division.
- b. The Seventh-day Adventist Church is committed to providing a safe environment to help children learn to love and follow Jesus Christ. The records show the disturbing and traumatic increase of physical and sexual abuse of children has claimed the attention of our nation, our society and the church. Adventist churches and schools, which conduct programs for children and youth, are not insulated from those individuals who abuse kids.
- c. In keeping with the Seventh-day Adventist *Church Manual* and in concert with the local conference, it is the responsibility of the local church and/or school to select, screen and manage trustworthy individuals to fill volunteer positions in ministry for children and youth activities.

"The local church should take reasonable steps to safeguard children engaged in church-sponsored activities by choosing individuals with high spiritual and moral backgrounds as leaders and participants in programs for children." (*Ch Man*, Ed 17, p. 120.)

- d. The work of volunteers is essential to the successful accomplishment of the Church's mission and ministry. In selecting individuals for volunteer positions, only persons who support the mission of the organization should be recruited. The management policies and procedures employed to supervise the work of volunteers must be consistent with the mission of the church or school and must support its successful achievement. Individuals who are unwilling to support the volunteer screening guidelines and practices should not be allowed to serve.
- e. Therefore, the Seventh-day Adventist Church believes that it is important to ensure to the best of its stability that the local conference, church, school (hereafter: the church), and the programs they sponsor are safe and provide a joyful experience for children and youth.
- 2. Organizational Responsibilities—a. The church has both a moral and civil duty to protect the children entrusted to its care from harm caused by abuse. The local community has an expectation that the church will provide a safe haven for children who participate in its ministries.
  - b. It is recommended that appropriate levels of adult supervision shall be provided at all times.
- c. The church will exercise reasonable care in the selection and supervision of volunteers including:
  - 1) Careful selection of individuals needed to supervise a specific ministry or activity.
- 2) Appropriate training and orientation of individuals in order to provide proper supervision of the ministry or activity.
- 3) Providing each volunteer with a written copy of the policies and/or expected code of conduct required by the church.





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Volunteer Screening Guidelines for Children and Youth Ministries of the North American Division of Seventh-day Adventists

Page 2

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- 4) Providing proper oversight and management of volunteers.
- 5) Taking appropriate corrective action to either discipline, counsel, or remove volunteer(s) when necessary.
  - 6) Reporting all incidents of suspected child abuse in accordance with the law.
- 3. *Volunteer Selection and Management*—a. It is the responsibility of the church to select individuals who will serve in volunteer positions.
  - b. All volunteers should be appropriately screened before they are allowed to supervise children.
- c. The church should adopt a practice that no adult will be considered for a volunteer leadership role in a church-sponsored ministry or activity until he/she has held membership in the congregation or has been known by the organization for a minimum of six (6) months.
- d. All volunteers should be invited to participate in a volunteer service orientation program conducted by the church and submit to a screening procedure that will include a signed Volunteer Ministry Information Form. Individuals who submit incomplete forms will not be considered for a volunteer position.
  - e. The Church should establish a Volunteer Service Committee of three to five members.
- f. All volunteer positions should be evaluated to determine the appropriate level of screening based on the potential level of interaction with children; i.e., one-on-one activity, off-site programs, and overnight activities in which the volunteer may be involved.
- g. The appropriate level of screening should be completed before the volunteer is allowed to serve. (In some cases the local conference may provide assistance in the volunteer screening process.)
- h. The Volunteer Service Committee will notify the appropriate ministry leader and the volunteer when the screening process is complete.
- i. All volunteer leaders, regardless of their previous experience, shall submit to the screening procedure provided by the church.
- j. The Volunteer Service Committee shall periodically review the performance of all volunteers. (Volunteer information on file at the church should be updated every three (3) years.)
  - 4. Protecting Confidentiality of Information and Records—
- a. It is the duty and responsibility of all individuals involved in the screening, interviewing, and selection process of volunteers to conduct themselves with utmost integrity and confidentiality. The information received concerning individuals who volunteer their services to the church will be maintained at all times on a confidential basis by the organization. (Information contained on the Volunteer Ministry Information form will be released only to other church organizations upon the request and written authorization of the applicant.)
- b. All information received during the volunteer screening process, including the Volunteer Ministry Information form, will be maintained by the church on a confidential basis and kept in a locked file.
- c. All allegations of inappropriate conduct involving a child with a volunteer will be promptly investigated by the leadership of the church. The church will respect the rights of all parties involved in the alleged incident and treat all matters concerning the situation discreetly, confidentially, and in accordance with local child abuse reporting laws.





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Volunteer Screening Guidelines for Children and Youth Ministries of the North American Division of Seventh-day Adventists

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- 5. Levels of Screening for Volunteer Service
  - a. Basic level all volunteers—
    - 1) The leader of the ministry will personally interview the volunteer applicant.
    - 2) The applicant completes and signs the Volunteer Ministry Information form.
    - 3) The applicant shall provide three (3) personal references.
- 4) The Volunteer Service Committee shall review the Volunteer Ministry Information form, and contact and document the personal references provided by the applicant. Example: Interviews of applicants to serve in children's Sabbath Schools, school room mothers, and other volunteer positions conducted on site with numerous individuals present.
- b. Comprehensive level Regular interaction with children and while accompanying them on off-site trips—
  - 1) Volunteer applicant completes all elements of the Basic Level screening.
- 2) State and/or Federal Bureau of Investigation Criminal History and Sex Offender Registry Check, of criminal backgrounds may be required of the applicant. (This action requires fingerprinting and additional written permission from the applicant to obtain access to this information from law enforcement or other agencies.
- Example: 1. Volunteers involved with regular one-on-one interaction with children or youth, including off-site or overnight trips.
- 2. All Youth, Pathfinder, and Adventurer leaders, teacher's aides, and athletic coaches at churches or schools.)
- c. Cost of screening procedures—All volunteers must complete the Basic Level of screening. The church is responsible for the cost of implementing these screening procedures. (The local conference may provide assistance with or conduct the formal screening of applicants at the Comprehensive Level.)
  - d. Minimizing resistance to screening and achieving cooperation—
    - 1) Always focus on the project mission.
    - 2) Invite adults to apply for the privilege of volunteering in ministry activities.
    - 3) Conduct an orientation program for volunteers.
- 4) Jesus placed a high value on the protection of children (Matthew 18:1-6); therefore, child protection is an essential element in all church-sponsored children's activities.

(Volunteers will be expected to conduct themselves at all times in accordance with biblical principles.)

- 5) Resist prolonged discussion of volunteer screening procedures. Handle these questions in a private meeting with the individual raising the objection.
- 6) Personally invite a volunteer applicant to complete any missing information on the application form and resubmit for consideration.

(*Individuals will not be allowed to serve as a volunteer until the screening process is complete.*)

6. Screening for Volunteer Service—"Effective screening of volunteers requires considering the mission of the organization and the activities of volunteers necessary to accomplish that mission. Designers of effective screening must also consider the willingness of volunteers to give up some of their privacy for a greater good. Screening must be thorough enough to impact child abuse, but should not intrude on the privacy of volunteers more than required for the safety of the children with whom they work. Every youth-serving organization should understand that even well-screened volunteers may still pose a threat to the children with whom they work." – The National Collaboration for Youth – Screening Volunteers to Prevent Child Abuse: A Three Step Action Guide, p. 3.





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Volunteer Screening Guidelines for Children and Youth Ministries of the North American Division of Seventh-day Adventists

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7. Orientation for Volunteers—Jesus loves to minister to children. Today, we have the privilege of volunteering our time, talents, and service in numerous ways to help fulfill the gospel commission. As a volunteer you have the privilege of working with children, one of God's most precious gifts. Beyond protecting children from abuse, we also desire to empower volunteers to help kids grow in their experience and understanding of Jesus and His saving grace. So we encourage you to walk with God daily, letting His love fill you up and spill over to the kids you serve.

Therefore, volunteers must receive orientation and training in the following areas to effectively serve the church.

- a. Provide all volunteers with an understanding of the ministry's mission and the expectation the church has for its accomplishment in a safe and abuse-free manner.
- b. Explain and provide in writing the expectations, code of conduct, and rules to be followed by volunteers in relation to supervision and interaction with children.
- c. Conduct awareness education on child abuse (physical and sexual) and the necessary steps to be taken to prevent the occurrence of child abuse incidents. Reaffirm that alleged incidents of child abuse will be investigated and reported to authorities in accordance with local law.
  - d. Conduct training on appropriate physical contact to affirm children.
- e. Always provide appropriate supervision of children. Never leave children alone without supervision. Wherever possible, a minimum of two adults should be present to supervise activities involving minor-aged children.
- f. Keep doors open to allow observation of the activity when the room is without an interior viewing area.
- g. Make it clear that failure to comply with the established volunteer guidelines and code of conduct will result in the individual being asked to terminate participation in the ministry.
- h. Plan volunteer orientations to include knowledgeable individuals and in-service materials to help with the training of volunteers in order to bring credibility and support for your child protection efforts.





12501 Old Columbia Pike Silver Spring Maryland 20904 Phone (800) 331-2767 Fax (301) 680-6464

#### My Commitment to Volunteer Ministry

I will.

- 1. Never leave a child or group of children for whom I am responsible unattended. I will provide appropriate supervision at all times.
- 2. Always have at least one other adult, eighteen (18) years of age or older, to help with the supervision of children. If I find myself in a situation where I am the only adult present, UNDER NO CIRCUMSTANCES will I allow myself to be alone with one child.
- 3. Always ask a child's permission before physically touching him/her anywhere, even when responding to an injury or problem. This is especially true for any areas that would normally be covered by a T-shirt and/or shorts. (If an injury is within this area, make sure another adult works with you as care is provided.)
- 4. Refrain from physical and verbal attacks and corporal punishment which are inappropriate behaviors and should never be used as discipline. "Time outs" or "sit-in-that-chair" may be helpful discipline methods to use with children.
- 5. Affirm children with appropriate touching by keeping hugs brief and "shoulder-to-shoulder" or "side-to-side." (Always keep hands at (not below) the shoulder level. A caregiver's kiss should be to the forehead or cheek only not elsewhere. For small children who like to sit on laps, I will encourage them to sit next to me.)
- 6. Provide extra care when taking small children to the restroom. I will take another adult along, or leave the door open.
- 7. Be aware of conducting activities in rooms that do not have an interior viewing area, or I will leave the door open during the activity to allow easy observation by others.
- 8. Cooperate with the volunteer screening process and complete the Volunteer Ministry Information form, as required by the church.
- 9. Be aware of the signs and symptoms of child abuse and aware of the legal requirements for reporting suspected cases of abuse.
- 10. Cooperate with church leadership in conducting children and youth ministries by being a volunteer who is loving, kind, firm, and always a thoroughly professional person. Working with children and youth is not only a privilege; it is also a serious responsibility that must be approached with utmost care.
  - 11. Participate in orientation and training programs conducted by the church.
- I, the undersigned, have read this document and agree to abide by the Code of Conduct and Volunteer Guidelines outlined above.

I will retain a copy of this document and keep it for reference.

Signed	Date

#### **OUT OF DIVISION TRIPS**

### NAD EDUCATIONAL INSTITUTIONS

OFFICE OF THE SECRETARIAT - NAD

www.nadeducation.org/trips

- 1. The North American Division Office of the Secretariat, in close cooperation with the North American Division Office of Education, uses this form to process requests for out-of-division trips by Adventist schools originating in North America.
- 2. This form must be completed and submitted for processing, along with the following attachments:
  - a. Name of trip director and detailed itinerary
  - b. List of Seventh-day Adventist churches and institutions to be visited.
  - c. A copy of the latest State Department Consular Information Sheet for each country to be visited.
  - d. Descriptions of any materials needed and the method to provide those materials.
  - e. A list of vaccinations, immunizations or inoculations needed for travel and the dates administered.
  - f. A copy of the trip permission sheet
  - g. Completed volunteer information form for all adult participants who are not employed by the school or a denominational entity, with verification of appropriate background screening of each individual.
  - h. Confirmation and description of insurance provided for all participants.
- 3. Upon processing of your institution's out of division trip, North American Division Secretariat will notify the General Conference Department of Education for the purpose of communicating to the host division regarding the visit of your group to their territory.

	REQUEST FORM
Date:	_ This request is for: School Tour Mission Trip
Sponsoring organization:	
Name of trip:	Dates of trip
Purpose of trip:	
Countries to be visited:	
Date governing board approved tr	p Number of persons
Date of vote by Conference / Union	n:
Have travel and all other contracts	been reviewed by legal counsel? Yes No
Please list all names of persons tra	aveling on this trip including students, sponsors and any ide of this form.

This form is due 60 days prior to the departure date of the school trip



Return completed form to:



Adventist Volunteer Ministries Network Office of the Secretariat North American Division

12501 Old Columbia Pike - Silver Spring, MD 20904 Phone (800) 331-2767 • Fax (301) 680-6464



### LISTING of Trip PARTICIPANTS

ase list the names of all persons po	articipating in	this trip. Use	e an additiona	l sheet of paper	if neces
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# MISCELLANEOUS ACCIDENT PROGRAM TASK FORCE WORKERS

Summary of Coverage

#### **BENEFITS**

1. Accidental Death & Dismemberment

a. Accidental Deathb. Dismemberment\$5,000\$10,000

2. Accident & Sickness Medical Expenses

a. Accident \$25,000

b. Sickness - as requested \$10,000 or \$25,000

When a covered injury or illness results, the Company will pay for:

In Hospital Medical Services
 In Hospital Surgical Services
 Out of Hospital Medical Expense
 100% of covered expenses
 100% of covered expenses
 100% of covered expenses

Deductible \$0.00

#### **COVERED EXPENSES**

Expenses incurred as the result of and within 90 days from a disablement<sup>1</sup>, which are specifically enumerated in the following list of charges, and which are not excluded in the Exclusions, shall be considered as covered expenses:

- 1. Charges made by a hospital for room and board, floor nursing and other services, including charges for professional services, except personal services of a non-medical nature, provided, however, that expenses do not exceed the hospital's average charge for semi-private room and board accommodation;
- 2. Charges made for diagnosis, treatment and surgery by a physician;
- 3. Charges made for the cost and administration of anesthetics;

<sup>&</sup>lt;sup>1</sup> The term "Disablement" as used with respect to medical expenses shall means an illness or an accidental bodily injury necessitating medical treatment by a physician as defined in this policy.

- 4. Charges for medication, x-ray services, laboratory tests and services, the use of radium and radio-active isotopes, oxygen, blood transfusions, iron lungs, and medical treatment;
- 5. Charges for physiotherapy, if recommended by a physician for the treatment of a specific disablement and administered by a licensed physiotherapist;
- 6. Hotel room charge, when the insured, otherwise necessarily confined in a hospital, shall be under the care of a duly qualified physician in a hotel room owing to unavailability of a hospital room by reason of capacity or distance or to any other circumstances beyond control of insured;
- 7. Dressings, drugs, and medicines that can only be obtained upon a written prescription of a physician or surgeon.

The charges enumerated above shall in no event include any amount of such charges which are in excess of regular and customary charges. If the charge incurred is in excess of such average charge such excess amount shall not be recognized as covered expenses.

#### **EXCLUSIONS**

- 1. Pre-existing Conditions<sup>2</sup>, defined as any injury or illness which was contracted or which manifested itself, or for which treatment or medication was prescribed prior to the effective date of this insurance;
- 2. For services, supplies or treatment, including any period of hospital confinement, which were not recommended, approved and certified as necessary and reasonable by a physician;
- 3. For suicide or any attempt thereat while sane or self-destruction or any attempt thereat while insane;
- 4. Declared or undeclared war or any act thereof;
- 5. For injury sustained while participating in professional athletics;
- 6. For sickness resulting from pregnancy, childbirth, or miscarriage;

<sup>2</sup> Humanitas (Task Force Workers) - Pre-existing conditions, defined as injury or illness for which a licensed physician was consulted, or for which treatment or medication was prescribed, or for which medical manifestations of symptoms would have caused a prudent person to seek medical advice within one (1) year prior to the Effective Date of coverage under the policy.

- 7. For routine physical or other examinations where there are no objective indications or impairment in normal health, and laboratory diagnostic or x-ray examinations except in the course of a disability established by the prior call or attendance of a physician;
- 8. For cosmetic or plastic surgery, except as the result of an accident;
- 9. For elective surgery which can be postponed until the insured returns to his/her country of residence;
- 10. For any mental and nervous disorders or rest cures;
- 11. For dental care, except as the result of injury to natural teeth caused by accident;
- 12. For eye refractions or eye examinations for the purpose of prescribing corrective lenses for eye glasses or for the fitting thereof, unless caused by accidental bodily injury incurred while insured hereunder;
- 13. In connection with alcoholism and drug addiction, or use of any drug or narcotic agent;
- 14. For congenital anomalies and conditions arising out of or resulting therefrom;
- 15. For expenses which are non-medical in nature;
- 16. For the ordinary cost of a one-way airplane ticket used in the transportation back to the insured's country where an air ambulance benefit is provided;
- 17. For expenses as a result of or in connection with intentionally self-inflicted injury;
- 18. For expenses as a result of or in connection with the commission of a felony offense;
- 19. For specific named hazards: motorcycle driving, mountain climbing, sky diving, professional and piloting an aircraft;
- 20. Treatment paid for or furnished under any other individual or group policy, or other service or medical pre-payment plan arranged through the employer to the extent so furnished or paid, or under any mandatory government program or facility set up for treatment without cost to any individual.

<u>Note:</u> This summary is designed to give you an overview of the insurance coverage and should not be constructed as a legal interpretation of the insurance policy.

#### **Summary of Coverage Miscellaneous Accident**

AIG Policy #9023048-A

#### Who is covered?

All members of an Insured Group - 100% participation required

#### What is covered?

Accidental bodily injuries (or sickness) contracted whenever applicable, sustained by members of the insured group while participating in church or organization sponsored and supervised group activities including authorized direct travel to and from the place of activity. ON AND OFF PREMISES ACTIVITY coverage (#9) for church members and guests applies while attending or participating in any scheduled, sponsored, and supervised activities including Vacation Bible School (#5) and Miscellaneous Trips and Short Term Activities (#6). Short Term Activities are defined as land, air or water trips, snowmobiling, toboganning, skin diving, ice or roller skating, bicycling, boating, horseback riding, back packing, field trips and manual training. New Conference-wide option must consist of 100% of church membership and include Group #'s 1,2,3,4,5,6 and 9 (except sickness coverage for group #3 unless the optional sickness benefit is chosen).

#### When an insured's coverage ends?

Coverage with respect to any Insured Person shall immediately terminate on date of the policy or on the expiration date shown on the Insured Group's application.

#### **Benefits:**

#### 1. Accidental Death & Dismemberment:

Principal Sum: Accidental Death - \$5,000 Accidental Dismemberment - \$10,000

If injury to the insured person shall result, within 365 days of the accident, in any one of the losses specified below, the company will pay the percentage shown for that particular loss:

Loss Of: Percentage of Principal

Life	100%
Both hands or Both Feet or Sight of Both Eyes	100%
One Hand and One Foot	100%
Either Hand or Foot and Sight of One Eye	100%
Either Hand or Foot	50%
Sight of One Eye	50%

The term loss as used herein shall mean with regard to hands and feet, actual severance through or above wrist or ankle joints, and with regard to eyes, entire irrecoverable loss of sight.

#### 2. Accident Medical Expense – Maximum - \$25,000 - \$0 deductible – Primary Excess over \$100

If "injury" shall require, within 90 days of the date of accident, the services of a legally qualified physician, surgeon, osteopath, chiropractor, podiatrist, dentist, graduate nurse, hospital confinement, ambulance service, use of operating room, anesthetic (including the administration thereof), X-ray examinations or treatments, laboratory tests, and, if prescribed by the insured person's physician, drugs, medicines, or any other therapeutic services and supplies, the company will pay the expenses actually incurred after satisfaction of the deductible, if any, as stated in the policy, for such service, treatment or supplies received by the insured person within 52 consecutive weeks after the date of accident, up to the Maximum Medical Expense Amount as the result of the any one accident.

If injury results in incurring expenses for any of the services specified above, the company will pay the first \$100 of the expense incurred. The deductible amount, if any, must then be paid. Each accident will be treated separately with regard to the deductible. Additional expenses will be paid only when they are in excess of amounts payable by any other plan providing medical expenses. The insured person must be under the care of a doctor when the expenses are incurred. As expense must be (a) incurred solely for treatment of an injury, and (b) occur while the person is insured. The total of all medical benefits payable under the policy is shown on the Schedule

Dental Expenses are limited to \$2,000 per accident

- continued on reverse

3. Accident & Sickness Medical Expense – NOTE: This benefit applies to Resident or Conference Campers and Taskforce Workers (a.k.a. Humanitas) ONLY and is in effect for Resident or Conference Campers in Camp Sessions of three or more days of duration

Resident or Conference Campers - \$1,000 Taskforce Workers - \$10.000 or \$25,000

The company will pay benefits with respect to covered expenses resulting from a disablement. Coverage is limited covered expenses incurred subject to the limitations contained in the policy. "Disablement" as used with respect to medical expenses shall mean an illness or an accidental bodily injury necessitating medical treatment by a physician as defined in the policy. All bodily injuries sustained in any one accident shall be disablement, all bodily disorders existing simultaneously which are due to the same or related causes shall be considered one disablement. If a disablement is due to causes which are the same or related to the cause of a prior disablement (including complications arising therefrom), the disablement shall be considered a continuation of the prior disablement and not a separate disablement.

#### **Exclusions**

- Pre-existing conditions, defined as any injury or illness which was contracted or which manifested itself, or for which treatment or medication was
  prescribed prior to the effective date of this insurance.
- for services, supplies or treatment while sane or self-destruction or any attempt threat while insane;
- declared or undeclared war or any act thereof;
- for injury sustained while participating in professional athletics;
- for sickness resulting from pregnancy, childbirth, or miscarriage;
- for routine physical or other examinations where there are not objective indications or impairment in normal health, and laboratory diagnostic or X-ray examinations except in the course of a disability established by the prior call or attendance if physician;
- for cosmetic or plastic surgery, except as the result of an accident;
- for elective surgery which can be postponed until the insured returns to his/her country of residence;
- for any mental and nervous disorders or rest cures;
- for dental care, except as the result of injury to natural teeth caused by accident;
- for eye refractions or eye examinations for the purpose of prescribing lenses for eye glasses or for the fitting thereof, unless caused by accidental bodily injury incurred while insured hereunder;
- in connection with alcoholism and drug addiction, or use of any drug or narcotic agent;
- for congenital anomalies and conditions arising out of or resulting therefrom;
- for expenses which are non-medical in nature;
- for the ordinary cost of a one-way airplane used in the transportation back to the insured's country where an air ambulance is provided;
- for expenses as a result or in connection with intentionally self-inflicted injury;
- for expenses as a result or in connection with the commission of a felony offenses;
- for specific named hazards: motorcycle driving, mountain climbing, sky diving, professional racing, and piloting an aircraft;
- treatment paid for or furnished under any other individual or group policy, or other service or medical pre-payment plan arranged through the employer to the extent so furnished pr paid, or under any mandatory government program or facility set up for treatment without cost to any individual.

Taskforce Workers – Pre-existing conditions, defined as any injury or illness for which a licensed physician was consulted, or for which treatment or medicine was prescribed. Or for which medical manifestations of symptoms would have caused a prudent person to seek medical advice within one (1) year prior to the effective date of coverage under the policy.

#### How To Enroll:

Complete the top portion of the request for coverage from indicating the total number of members to be insured and coverage selected, and a mail all parts of form with appropriate premium payment to Adventist Risk Management, Inc. (address shown in box on bottom of form).

This is a summary of coverage only. For exact details, please refer to policy #9023048 on file with the policyholder. If there is any conflict between the provisions of this summary and those of the master policy, the provisions of the master policy will govern at all times.

In the event of a claim, please forward all claim forms to:

American International Companies, Inc.

Accident & Health Claims Division

P.O. Box 15701

Wilmington, DE 19850-5701