

# Adoption Agreement

For MRT (congregations)

**Whereas**, the Mennonite Church USA, acting through the Mennonite Church USA Executive Board, maintains the Mennonite Retirement Plan ("Plan") and the related Trust Agreement ("Trust") for the benefit of Employees of the Mennonite churches and other Mennonite-affiliated organizations participating therein; with the Plan intended to be a church plan as defined in Section 414(e) of the Internal Revenue Code, and

**Whereas**, the trustees of the Plan wish to extend participation to the Adopting Employer designated below ("Adopting Employer"), whereby the Adopting Employer will thereafter be an Employer under the Plan.

**Now therefore, by this agreement**, the Adopting Employer hereby adopts the Plan and the Trust as an Employer thereunder, to provide retirement benefits for its Employees. The Plan shall consist of the terms, provisions and conditions of the Mennonite Retirement Plan, which is attached hereto and made a part hereof for all purposes, as the same may be from time to time amended and/or restated, and which is further supplemented by the following:

All words and phrases defined in the Plan shall have the same meaning when used in this Agreement.

## I. Basic information

A. Name of Adopting Employer \_\_\_\_\_

B. Address of Adopting Employer \_\_\_\_\_  
\_\_\_\_\_

C. Principal contact at Adopting Employer \_\_\_\_\_

E-mail address of Principal Contact \_\_\_\_\_

Telephone \_\_\_\_\_ Facsimile \_\_\_\_\_

Nature of Adopting Employer's business \_\_\_\_\_

D. Employer Identification Number \_\_\_\_\_

By signing this Adoption Agreement, the Adopting Employer represents that it is a Code Section 501(c)(3) organization and meets the definition of Church within the meaning of Section 2.6 of the Plan.

## II. Effective date

The effective date of the Plan, or if making changes, the effective date of those changes \_\_\_\_\_.

## III. Compensation

For purposes of calculating Employer Contributions, the Plan definition of Compensation applies unless the Adopting Employer elects a different definition as provided below. Section 2.8 of the Plan generally provides that Compensation shall mean the total amount of base salary, wages or other payments paid to an Employee by the Adopting Employer for personal services rendered but excluding reimbursement for direct expenses or other non-taxable allowances. In the case of a Participant who is a minister, Compensation includes clergy housing allowance which is excludable from income pursuant to section 107 of the Internal Revenue Code.

Compensation shall not include the following (*select any that apply*):

Bonuses

Overtime

Other (*specify*) \_\_\_\_\_.

**IV. Eligibility for contributions**

The Adopting Employer will make employer contributions to the Plan in accordance with the following provisions:

- All Employees are eligible to receive the employer contributions described in Item VI.
- An Employee will be eligible to participate if the employee's customary weekly employment is more than \_\_\_\_\_ hours per week.
- The following Employees (or classifications of Employees) are eligible to receive the employer contributions described in Item VI (*please describe*).

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The Adopting Employer is responsible for determining whether an individual meets the requirements specified above.

**V. Plan entry date**

Participation in the Plan's employer contributions (if any) for each eligible Employee begins the first day on which the Employee meets the Plan eligibility requirements, unless otherwise elected below:

- Participation in the Plan's employer contributions for each eligible Employee begins the first pay period following the date the Employee meets the Plan's eligibility requirements.
- Participation in the Plan's employer contributions for each eligible Employee begins the first day of the month following the month in which the Employee meets the Plan's eligibility requirements.
- Participation in the Plan's employer contributions for each eligible Employee begins the first day of the quarter following the quarter in which the Employee meets the Plan's eligibility requirements.
- Participation in the Plan's employer contributions (if any) for each eligible Employee begins (please describe):

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**VI. Amount of contributions**

Employer contributions in the amount of \_\_\_\_\_% of compensation or a fixed amount of \$\_\_\_\_\_ will be made for each calendar year for all participants who meet the eligibility requirements specified in Item IV, above, and only for pay periods in which an eligible participant meets such requirements.

**VII. Vesting schedule**

All contributions to this Plan shall be fully vested at all times.

**VIII. Early retirement date**

Participants shall be eligible for early retirement benefits under Sections 9.1 and 9.2 of the Plan upon attaining the age of fifty-five (55).

**IX. Authorized employer representatives**

Until otherwise advised in writing by the Adopting Employer, the Plan Administrator and/or the Trustees may accept the instructions of, or documents signed by, any of the following persons on behalf of the Adopting Employer:

Name \_\_\_\_\_

Name \_\_\_\_\_

**X. Amendment and termination**

Except as otherwise provided in the Plan, including this Adoption Agreement, it is agreed that the Plan will be amended only by the Mennonite Church, acting through Mennonite Church USA Executive Board. However, the Adopting Employer reserves the right to change any of the elections in this Adoption Agreement as they relate to future contributions by proper resolution and by sending a copy thereof to the Trustees of the Plan.

The Adopting Employer has the right to terminate its participation in the Plan at any time by taking appropriate action through its Board of Directors; provided, however, that it first provide written notice to the Trustees of the Plan and the Adopting Employer's participants in the Plan of such action.

**XI. Limitation of liability**

Neither the Mennonite Church USA, its Executive Board, the Adopting Employer, or the Sponsor 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. Only the assets and properties of the Plan shall be liable for the debts, obligations, and liabilities under this Plan, and in no event shall the Mennonite Church USA, or any of its properties or assets, or the properties or assets of the Adopting Employer, be liable for or subject to any debts or claims of any kind arising under the Plan.

**XII. Construction**

This Agreement shall be construed in accordance with the laws of the State of Indiana. If any provision of this Agreement shall be held invalid or unenforceable, the remaining provisions hereof shall continue to be fully effective.

**In witness whereof**, the Adopting Employer hereby agrees to the provisions of the Plan including the stipulations set out in this Adoption Agreement, and has caused this Agreement to be executed as of the date first above-written. The authorized representative of the Mennonite Retirement Plan Trustees has executed this document on their behalf.

**Adopting employer**

\_\_\_\_\_  
Authorized signer  
and

\_\_\_\_\_  
Authorized signer  
Date signed \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**Mennonite Retirement Trust**  
Administered by Everence  
  
1110 N. Main St.                      Toll-free: (800) 348-7468  
P.O. Box 483                              T: (574) 533-9511  
Goshen, IN 46527                      F: (574) 537-6636  
everence.com

**MRT use only**  
Accepted by the Trustees of the Mennonite Retirement Plan by:  
  
\_\_\_\_\_  
Duly authorized representative  
  
\_\_\_\_\_  
Date