



## **Employer Adoption Agreement—Comprehensive Protection Plan**

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The undersigned (Employer) \_\_\_\_\_, by executing this Adoption Agreement, hereby adopts the Comprehensive Protection Plan (CPP) as of the Effective Date set forth in Section 2 of this Adoption Agreement.

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### **Section 1 – Employer Information**

1.1 Name of Employer \_\_\_\_\_ Employer # \_\_\_\_\_

1.2 Federal employer identification # (FEIN) \_\_\_\_\_

1.3 Employer mailing address \_\_\_\_\_

Billing address (if different) \_\_\_\_\_

1.4 Employer primary phone # ( ) \_\_\_\_\_

1.5 Contact person's name and title \_\_\_\_\_

1.6 Contact person's e-mail address \_\_\_\_\_

1.7 Conference affiliation, if any \_\_\_\_\_

1.8 Type of Employer (select one):

- ☐ A local church, conference agency or United Methodist seminary
- ☐ An educational organization above the secondary school level (other than a seminary)
- ☐ An organization the principal purpose or function of which is the providing of medical or hospital care or medical education or medical research
- ☐ Any other entity to which a clergyperson under Episcopal appointment is appointed

**Note:** Employers in the second and third categories above may be subject to certain nondiscrimination requirements related to group term life insurance plans as described in §79(d) of the Internal Revenue Code.

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### **Section 2 – Effective Date**

- ☐ **Initial Agreement.** The “Effective Date” shall be the first day of the month after the Adoption Agreement has been accepted by Wespath.
- ☐ **Subsequent Agreement.** The “Effective Date” shall be January 1, 20\_\_\_\_, provided the Adoption Agreement is completed 30 days prior to the beginning of the next plan year. Otherwise, the “Effective Date” is the first of the month following a 60-day period commencing with the date upon which Wespath accepts the subsequent Adoption Agreement.

### Section 3 – Eligibility

**General Eligibility.** Pursuant to CPP §3.01b, a clergy is eligible to actively participate in the plan effective on the date he or she satisfies the eligibility requirements under CPP §3.01a [generally, serving under full-time appointment and earning compensation equal to at least 25% of the Denominational Average Compensation (DAC)].

Contributions under general eligibility will be 3% of the participant's contribution base. (Wespath may at its discretion change the percentages in accordance with and justified by actuarial principles and practices.)

**Other Eligibility.** Clergy who do not meet the general eligibility requirements may participate if the Employer elects to provide participation for clergy described in CPP §3.01a(3) in specified categories.

The Employer (select one): ☐ **Does** ☐ **Does not** wish to provide participation for the following clergy in CPP §3.01a(3): Full and Provisional Members (Elders and Deacons), Associate Members, and Clergy of Other Methodist Denominations appointed three-quarter time.

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### Section 4 – Participant Contributions

4.1 The Employer (select one): ☐ **Does** ☐ **Does not** elect to require an active participant under CPP §3.01a to contribute an amount up to 1% of the participant's contribution base toward payment of the required contribution under CPP §4.01. The amount of the contribution required to be paid by the active participant is \_\_\_\_\_% and shall be payable to the Employer pursuant to CPP §4.03a.

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### Section 5 – Terms of Agreement

By executing this Adoption Agreement, the Employer hereby acknowledges, understands and agrees that:

- 5.1 this Adoption Agreement shall not be effective unless and until it is accepted in writing by Wespath;
  - 5.2 the Employer shall: 1) provide any and all information and documentation requested by Wespath, in its sole discretion, to evaluate and determine the Employer's initial and ongoing eligibility to adopt or sponsor CPP; *and* 2) promptly notify Wespath of any changes, circumstances or events that may affect such eligibility;
  - 5.3 the Employer shall comply with CPP, as amended from time to time, and the rules, regulations and procedures promulgated by Wespath, or its successors;
  - 5.4 if CPP is amended in accordance with plan provisions, a new Adoption Agreement may be required by Wespath;
  - 5.5 the General Conference has the right to terminate CPP at any time in accordance with plan provisions; and
  - 5.6 in the event of any discrepancies between this Adoption Agreement and the CPP plan document, the CPP plan document shall govern.
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### Section 6 – Adoption

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the undersigned, a duly authorized representative of the Employer, hereby declares the Employer's desire to adopt CPP and hereby certifies that: 1) the Employer qualifies as a tax-exempt organization under section 501(c)(3) of the Internal Revenue Code of 1986, as amended; 2) the Employer is associated with The United Methodist Church or autonomous affiliated churches in the United States or Puerto Rico; and 3) the Employer's authorized appropriate officers or governing board has approved the Employer's adoption of CPP as of the Effective Date set forth in Section 2 of this Adoption Agreement and (as set forth herein) directed the undersigned to execute this Adoption Agreement on behalf of the Employer.

Print name of signatory \_\_\_\_\_ Title \_\_\_\_\_  
Signature on behalf of Employer \_\_\_\_\_ Date \_\_\_\_\_

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### Section 7 – Wespath Signatures

Wespath accepts the Adoption Agreement submitted by the Employer.

Authorized signature \_\_\_\_\_ Date \_\_\_\_\_  
Authorized signature \_\_\_\_\_ Date \_\_\_\_\_