

**Adoption Agreement**  
**to the**  
**Amended and Restated**  
**Education Service Center (ESC) Region 10**  
**457 Cooperative and Master Plan**  
**and**  
**Trust Agreement**

## **Introduction**

This Adoption Agreement and the provisions of the Amended and Restated Education Service Center Region 10 457 Cooperative and Master Plan have been approved by Education Service Center Region 10 (“ESC Region 10”) for all Public School Districts and Charter Schools serviced by Region 10 and other governmental agencies, subject to the approval of Region 10. By executing this Adoption Agreement, the Employer adopts:

- (1) the Amended and Restated ESC Region 10 457 Cooperative and Master Plan Document (the “Plan”) integrated with the variable provisions contained within this Adoption Agreement,
- (2) the ESC Region 10 457 Cooperative and Master Plan Trust Agreement (the “Trust”),
- (3) the Agreement for Administrative Services, pursuant to Section 2.4 of the Trust.

The Employer will be bound by the documents listed above to the extent permitted by the laws of the State of Texas and any federal law applicable to the ESC Region 10 457 Cooperative and Master Plan Trust.

The Employer hereby selects the following Plan specifications:

### **Section I** **Plan and Trust Information**

1.1 FULL NAME OF PLAN: ESC Region 10 457 Cooperative and Master Plan for (Name of District): Cedar Hill Independent School District

1.2 EFFECTIVE DATE OF PLAN: July 1, 2012

The Effective Date may not be earlier than the first day of the Plan Year in which the Employer executes the Adoption Agreement. If this Adoption Agreement amends and restates an existing Plan, the above Effective Date is the original Effective Date of the Plan, and the Amendment and restatement shall be effective as of the date this Adoption Agreement is executed.

**Section II**  
**Employer Information**

2.1 NAME OF EMPLOYER: (See Section 2.10 of the Plan):

\_\_\_\_\_ Cedar Hill Independent School District \_\_\_\_\_

ADDRESS: (Street): \_\_\_\_\_ 285 Uptown Blvd, Bldg. 300 \_\_\_\_\_

(City, State Zip Code): \_\_\_\_\_ Cedar Hill, Texas 75104 \_\_\_\_\_

(Phone Number): \_\_\_\_\_ (972) 291-1581 \_\_\_\_\_

2.2 EMPLOYER TAX IDENTIFICATION NUMBER: \_\_\_\_\_ 75-6000346 \_\_\_\_\_

2.3 EMPLOYER FISCAL YEAR means the 12 consecutive month period:

Commencing on (month, day) \_\_\_\_\_ September 1 \_\_\_\_\_ and

Ending on (month, day) \_\_\_\_\_ August 31 \_\_\_\_\_

**Section III**  
**Definitions**

3.1 COMPENSATION: (See Section 2.5 of the Plan): Unless any exclusions are set forth below, "Compensation" for any Participant shall mean the Participant's Includible Compensation. The following are excluded from Compensation:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Section IV**  
**Eligibility**

4.1 ELIGIBLE EMPLOYEE. Each Employee of the Employer shall be an Eligible Employee unless he or she is excluded under an option selected below. The categories selected below shall NOT be Eligible Employees (choose one or more of the following options):

- Full-time Employees of the Employer shall NOT be eligible. Full time shall be defined in accordance with the rules of TRS.
- Part-time Employees of the Employer shall NOT be eligible. Part-time shall be defined as an Employee who works less than \_\_\_\_ hours per week.
- Hourly paid Employees of the Employer shall NOT be eligible.
- Salaried Employees of the Employer shall NOT be eligible.
- Independent Contractors.
- Other: \_\_\_\_\_

**Section V**  
**Contributions**

5.1 CATCH-UP CONTRIBUTIONS (Code §414(v)) (See Sections 4.3 and 4.4 of the Plan): Unless selected below, the Employer shall permit Limited and Special Catch-Up Contributions. The Employer makes the following election with respect to catch-up contributions (choose one of the following):

- Limited Catch-Up Contributions (Catch-up for last three years prior to retirement) shall NOT be permitted.
- Special Catch-Up Contributions (Catch-up for participants age 50 and older) shall NOT be permitted.

5.2 RESTRICTIONS ON FREQUENCY OF MODIFICATION OF SALARY REDUCTION AGREEMENT. A Participant prospectively may modify or revoke a salary reduction agreement, or may file a new salary reduction agreement following a prior revocation, on any payroll date unless specified otherwise below.

Restriction on frequency of modification of salary reduction agreement:

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5.3 AUTOMATIC ENROLLMENT (See Section 3.1 of the Plan): The Employer (check one) [ ] shall [X] shall not include Automatic Enrollment.

If selected above, the Employer shall enroll (check one) [ ] new employees [ ] all employees automatically under the selected schedule. Participants may suspend future contributions to the Plan at any time. Only contributions made during the first 90 days of Automatic Enrollment are eligible for distribution. Such distributions resulting from contributions made under the Automatic Enrollment provision shall not be subject to any restrictions under the Plan, Plan investments or tax rules.

- The Employer elects to adopt Automatic Enrollment under the minimum contribution formula of 3.00%.
- The Employer elects to adopt Automatic Enrollment under the following formula. (cannot be less than 3.00% or more than 10.00% of compensation)
  - \_\_\_\_\_% of all compensation
  - “Safe harbor” minimum contribution formula of 3.00% of all compensation increasing 1.00% each year up to 6.00%.
  - Other, as provided below.

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**Section VI**  
**Unforeseeable Emergency Distributions**

6.1 UNFORSEEABLE EMERGENCY DISTRIBUTIONS (See Section 7.5 of the Plan):  
Unless selected below, the Employer shall permit unforeseeable emergency distributions for reasons specifically listed in the most recent regulations issued by the Internal Revenue Service addressing such distributions from a 457(b) plan of governmental employers.

- The Employer wishes to review requests for Unforeseeable Emergency Distributions in the following manner: \_\_\_\_\_  
\_\_\_\_\_

**Execution and Adoption of the Plan and Related Documents**

By executing this Adoption Agreement, the Employer hereby adopts and agrees to be bound by the Plan, the Trust and the Agreement for Administrative Services pursuant to Section 2.4 of the Trust.

The Employer understands and agrees that the documents referred to above may be amended from time-to-time without any consent of the Employer.

This Adoption Agreement is hereby executed this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**EMPLOYER:**

**Cedar Hill Independent School District**

**PLAN ADMINISTRATOR:**

**Name** Michael McSwain  
**(Plan Administrator)**

**Signature** \_\_\_\_\_

**Title** CFO