

**TRUST AGREEMENT
ESTABLISHING THE RETIREMENT PLAN
OF THE
CONTRA COSTA WATER DISTRICT**

JULY 1, 2015

TABLE OF CONTENTS

	Page
ARTICLE I	ESTABLISHMENT OF THE RETIREMENT PLAN 1
ARTICLE II	DEFINITIONS 1
ARTICLE III	PARTICIPATION..... 5
ARTICLE IV	CONTRIBUTIONS AND EXPENSES 6
ARTICLE V	VESTING, RETIREMENT AND PAYMENT OF RETIREMENT INCOME, IN GENERAL 8
ARTICLE VI	RETIREMENT INCOME OF CLERICAL AND MAINTENANCE EMPLOYEES10
ARTICLE VII	RETIREMENT INCOME OF CONFIDENTIAL AND PROFESSIONAL/SUPERVISORY EMPLOYEES12
ARTICLE VIII	RETIREMENT INCOME OF UNREPRESENTED EMPLOYEES14
ARTICLE IX	JOINT ANNUITANT OPTION.....15
ARTICLE X	BENEFITS ON DISABILITY17
ARTICLE XI	BENEFITS ON DEATH17
ARTICLE XII	PARTICIPATION BY DIRECTORS18
ARTICLE XIII	ADMINISTRATOR AND RETIREMENT PLAN COMMITTEE21
ARTICLE XIV	THE TRUST FUND22
ARTICLE XV	INVESTMENT OF THE TRUST FUND22
ARTICLE XVI	GENERAL PROVISIONS CONCERNING RESPONSIBILITIES OF THE TRUSTEE23
ARTICLE XVII	RESIGNATION OR REMOVAL OF TRUSTEE.....26
ARTICLE XVIII	PARTICIPANTS' INTERESTS NOT ASSIGNABLE27
ARTICLE XIX	AMENDMENT OF PLAN29
ARTICLE XX	TERMINATION OF PLAN29
ARTICLE XXI	TRUST PROPERTY MAY NOT REVERT TO DISTRICT31
ARTICLE XXII	MISCELLANEOUS PROVISIONS.....32
ARTICLE XXIII	RECIPROCITY.....33
ARTICLE XXIV	REDEPOSIT OF WITHDRAWALS35
ARTICLE XXV	PURCHASE OF SERVICE CREDIT.....36
ARTICLE XXVI	CORRECTION OF ERRORS37
ARTICLE XXVII	MILITARY SERVICE38
ARTICLE XXVIII	EXECUTION38
APPENDIX A	I.R.C. § 401(a)(9) MINIMUM REQUIRED DISTRIBUTIONS.....39
APPENDIX B	I.R.C. § 415(b) ANNUAL BENEFIT LIMITS45

TABLE OF CONTENTS

(continued)

	Page
APPENDIX C	I.R.C. § 402(c) ROLLOVERS54
APPENDIX D	CONTRIBUTIONS FOR UNREPRESENTED EMPLOYEES.....60
APPENDIX E	ADJUSTMENT OF RETIREMENT INCOME61
APPENDIX F	I.R.C. § 401(a)(17) ANNUAL COMPENSATION LIMIT63
APPENDIX G	RETIREMENT BENEFIT TABLES FOR CLERICAL AND MAINTENANCE EMPLOYEES64
APPENDIX H	RETIREMENT BENEFIT TABLES FOR CONFIDENTIAL AND PROFESSIONAL/SUPERVISORY EMPLOYEES68
APPENDIX I	RETIREMENT BENEFIT TABLES FOR UNREPRESENTED EMPLOYEES72
APPENDIX J	RETIREMENT BENEFIT TABLES FOR DIRECTORS76
APPENDIX K77

**TRUST AGREEMENT
ESTABLISHING THE RETIREMENT PLAN
OF THE
CONTRA COSTA WATER DISTRICT**

THIS AMENDED AND RESTATED TRUST AGREEMENT IS EFFECTIVE as of July 1, 2015, by and among CONTRA COSTA WATER DISTRICT, INTERNATIONAL UNION OF OPERATING ENGINEERS, Stationary Engineers Local 39, and Wells Fargo Bank, N.A., as Trustee.

ARTICLE I

ESTABLISHMENT OF THE RETIREMENT PLAN

The retirement plan for the Employees of Contra Costa Water District was established by a trust agreement made on February 17, 1962, and subsequently amended. This Trust Agreement amalgamates, revises and supersedes all previous agreements and amendments of agreements regarding the Plan.

The District Plan is intended to be a qualified pension plan under Section 401(a) of the Internal Revenue Code, and is a pension plan established pursuant to the provisions of the California Government Code, including Sections 53215 through 53224, and California Water Code Section 31008.

ARTICLE II

DEFINITIONS

When used herein the following words and phrases shall have the meaning hereinafter set forth unless the context clearly indicates otherwise.

Section 1. "Account" means the account established under the Plan to record contributions made by or for each Participant and interest credited thereon (if any) . Each Account is a record-keeping book account only, and does not represent any Plan assets that are set aside or otherwise held separately for any Participant or Beneficiary. No person has an ownership or other interest in any particular Trust assets under this Plan. To the extent that a Participant makes a rollover contribution to this Plan in accordance with Appendix C, a separate rollover subaccount shall be established and maintained for the rollover contribution.

Section 2. "Actuarial Present Value" means the present value of a series of payments calculated using the 1994 Group Annuity Reserving Table ('94 GAR) and an eight percent (8%) per annum compounded interest rate for benefits other than Disability benefits, and the 1993 PBGC Disability Male Receiving Social Security Benefits Table ('93 PBGC Disability Male) and an interest rate of 8% per annum compounded interest rate for Disability benefits.

Section 3. "Administrator" or "Plan Administrator" means the District. The District may designate, in writing, an Employee to administer the Plan in whole or in part.

Section 4. "Agreement" means this Trust Agreement.

Section 5. "Alternate Payee" means a Spouse, former Spouse, Domestic Partner, former Domestic Partner, child or dependent of a Participant who is recognized by a Domestic Relations Order as having a right to receive all, or a portion of, the benefits payable under the Plan with respect to the Participant.

Section 6. "Basic Compensation" means the amount paid by the District to an Employee as a regular salary or wage, excluding amounts paid as overtime, shift premium, call-out pay, stand-by pay or other irregular compensation and excluding District contributions under the Plan. "Basic Compensation" includes Participant contributions to this Plan. Participant contributions are included in Basic Compensation, whether they are made after-tax or pre-tax under Code section 414(h)(2). Notwithstanding any other provision of this Plan, the annual compensation of each Participant taken into account under the Plan for any Plan Year shall not exceed the maximum amount provided in section 401(a)(17) of the Code and provided in Appendix F.

Section 7. "Beneficiary" means the person designated by the Participant in writing, in the form and manner required by the Plan Administrator, and received by the Administrator prior to the Participant's death, to receive benefits specifically payable by this Plan to a Beneficiary upon the Participant's death. If the Participant does not designate a Beneficiary in accordance with this section, the Beneficiary shall be the first of the following to survive the Participant: (i) the Participant's Spouse or Domestic Partner, (ii) the Participant's children (in equal dollar amounts if there is more than one child), or (iii) the Participant's estate.

Section 8. "Board " means the Board of Directors of the District.

Section 9. "Code" means the Internal Revenue Code of 1986, as amended, and Treasury regulations issued thereunder.

Section 10. "Credited interest" means the amount set forth in Article XI, section 3.

Section 11. "Committee" means the Retirement Plan Committee.

Section 12. "Disability" or "Disabled" means the inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve (12) months, and shall exist when the criteria for total disability under the Social Security Administration are met. The Administrator shall rely on a determination by the Social Security Administration whether the Participant's condition constitutes a total disability under the Federal Social Security Act in determining whether the Participant is Disabled for purposes of this Plan.

Section 13. "Director" means a member of the Board.

Section 14. "District" means Contra Costa Water District.

Section 15. "Domestic Partner" means a person who has entered into a registered domestic partnership with a Member in accordance with section 297 of the California Family Code, as amended, or any successor provision of California law.

Section 16. "Effective Date" means as of July 1, 2015, the effective date of this amendment and restatement of the Plan.

Section 17. "Employee" means any individual who is employed by the District and who is classified by the District as a common law employee, and does not include any individual who is classified by the District as an independent contractor or a "leased employee," as defined in Code section 414(n), even if a court or administrative agency later determines that such individual is a common law employee. Each Employee is classified as a Clerical and Maintenance Employee, a Confidential Employee, a Professional/Supervisory or an Unrepresented Employee, as set forth in District Administrative Procedure No. IV-2. Solely for purposes of this Plan, and as otherwise required by tax laws, Directors will be treated as Employees.

Section 18. "Full-Time Employee" means an Employee who is employed by the District for no less than 40 hours per week on average, exclusive of overtime, and who is not a temporary or seasonal employee.

Section 19. "Joint Annuitant" means any person designated in writing by the Participant at the time and in the manner specified by the Administrator, and received by the Administrator prior to the Participant's death, to receive a survivor annuity under the Joint Annuitant option in Article IX after the Participant's death.

Section 20. "Normal Retirement Age" means age 62.

Section 21. "Participant" means an Employee who has met the requirements to participate in the Plan in Article III, who has begun participation in accordance therewith, and whose participation in the Plan has not terminated as provided in Article III.

Section 22. "Permanent" means an Employee who has completed an initial 6-month probationary period of employment with the District. An Employee who is entitled to service credit under Article XXIII concerning reciprocity, and who has service credit with a reciprocal system prior to becoming an Employee shall be treated as Permanent upon completing six (6) months of service including employment with the District and service under the reciprocal system.

Section 23. "Plan" means the Retirement Plan of the Contra Costa Water District set forth in this Agreement.

Section 24. "Plan Year" means the twelve (12) consecutive month period commencing on July 1 and each anniversary thereof.

Section 25. "Project Employee" means a Full-Time Employee who has been hired by the District for a limited term.

Section 26.

(a) **Service, In General**

"Service" means the period from the commencement of an Employee's employment by the District as a Full-Time Employee, Project Employee or Director to the termination of employment with the District without a break in employment with the District. For this purpose, a "break in employment" means a termination of employment, intervening employment (except as described in the next sentence) while on leave from District employment or a leave of absence not granted by the District. An Employee's Service shall include any period of time

during which an Employee is on a leave of absence that has been authorized by the District in accordance with the District's formal policy, provided that the Employee returns to employment with the District at the expiration of such leave without intervening employment other than that for which the Employee was granted leave.

(b) **Aggregation of Service**

Successive periods of employment with the District are aggregated to determine total Service, except to the extent that an Employee who returns to employment with the District is treated as a new hire for all purposes under Article III, Section 4.

(c) **Counting Service**

Service is calculated using only whole months of service and shall not be "rounded up." Partial months of Service shall be disregarded in determining the amount of a Participant's Service. Twelve (12) whole months of Service constitute one year of Service.

(d) **Service Not Counted**

No Service is credited for periods of employment with the District during which the Employee is not a Full-Time Employee, a Project Employee or a Director.

Section 27. "Spouse" means a person who has entered into a marriage with a Member pursuant to California Family Code section 300 et seq., or any successor provision of California law.

Section 28. "Trust" means the trust established pursuant to this Agreement.

Section 29. "Trustee" means Wells Fargo Bank, N.A., or any successor thereto, as provided under the Agreement.

Section 30. "Trust Fund" means the assets of the Plan and Trust as described in Article XIV.

Section 31. "Unfunded Liability" means the excess, if any, as of any applicable date, of the actuarial present value of the liability under the Plan for accrued benefits attributable to Participants' Service through such date over the value of the assets of the Plan as of such date, as calculated by the Plan's actuary. The present value of Plan liabilities and the value of Plan assets shall be determined in accordance with accepted actuarial practices which may include a "smoothing" of the value of the assets over more than one year and the use of long term earnings and mortality assumptions. To the extent allowed under accepted actuarial practices, in calculating the Plan's unfunded liability, the Plan's actuary shall take into account the directions (if any) of the Administrator with respect to appropriate items, including, but not limited to, the value of assets, earnings and mortality assumptions.

Section 32. "Union" means the International Union of Operating Engineers AFL-CIO, Stationary Engineers, Local 39, and any successor thereto.

ARTICLE III
PARTICIPATION

Section 1. Eligibility for Participation

Each Permanent Full-Time Employee, each Permanent Project Employee, and each Director shall be eligible to be a Participant in the Plan. All other Employees, including but not limited to part-time and temporary Employees, are not eligible to participate in the Plan and are excluded from participation in the Plan

Section 2. Date Participation Begins, In General

Upon meeting the eligibility conditions of Section 1 of this Article, participation in the Plan shall commence as of the first day of Service with the District as a Full-Time Employee, a Project Employee or a Director of the District. Therefore, for example, the first date of participation for an Employee who becomes a Permanent Full-Time Employee (and therefore is eligible for participation) is the first date of Service when the Employee became a Full-Time Employee, which may be as much as six (6) months prior to the date that the Employee becomes a Permanent Full-Time Employee.

Section 3. Change of Status to Eligible Employee

On meeting the eligibility conditions of Section 1 of this Article, a person previously categorized as a part-time or temporary Employee shall become a Participant on the date that he or she becomes a Permanent Full-Time Employee, Project Employee or Director.

Section 4. Change of Status to Ineligible Employee

An Employee who changes status from an eligible category of Employee to a category of Employee who is not eligible to participate in the Plan, as provided in Section 1 of this Article, and who continues to be an Employee shall continue to be a Participant. However, such Employee shall not earn any additional Service while employed in an ineligible status, and shall not receive any distribution from the Plan (including but not limited to a distributions of the Employee's Account) until provided by the Plan. In this case, the Participant's retirement income paid monthly shall be calculated using the average monthly Basic Compensation paid during the twelve (12) most highly compensated consecutive months of Service determined at the time the Participant left employment or became ineligible for participation in the Plan.

Section 5. Termination and Rehire

A Participant who has terminated employment with the District, and who is later rehired by the District as a Full-Time Employee, Project Employee, or Director shall resume participation in the Plan on the Participant's rehire date. However, a Participant who has terminated employment with the District, is rehired by the District, and who has received a complete distribution of the Participant's entire vested accrued benefit under the Plan shall be treated as a new Employee for all purposes under the Plan and shall become a Participant only on completing the conditions in Sections 1 and 2, without taking into account any prior periods of employment with the District.

Section 6. Termination of Participation

A Participant's participation in the Plan shall terminate on the earliest to occur of (a) the Participant's death, or (b) the complete distribution of the Participant's entire vested accrued benefit (including but not limited to the Participant's Account) under the Plan.

ARTICLE IV

CONTRIBUTIONS AND EXPENSES

Section 1. Participant Contributions

(a) Participant Contributions and Accounts, In General

Unless otherwise provided in this Article, the percentage of each Participant's Basic Compensation received from the District set forth in this Article IV shall be contributed to the Plan by or for the Participant and credited to the Participant's Account, beginning on the date on which the Participant satisfies the requirements for eligibility to participate in the Plan in Section 1 of Article III rather than the date on which the Participant commences participation in the Plan in accordance with Section 2 of Article III. Participants' contributions shall be by payroll deduction rounded to the nearest one cent. Contributions by the District made on behalf of a Participant pursuant to subsections (b), (c), (d), (e), and (f) shall be deemed to be contributions made by the Participant and shall be credited to the Participant's Account. The method for determining the interest crediting rate for Participant contributions credited to the Participant's Account is described in Section 3 of Article XI. However, to the extent provided by the Plan, no interest shall be credited to Accounts.

(b) Clerical and Maintenance Employees

Effective July 1, 2000, nine percent (9.00%) of the Basic Compensation of each Clerical and Maintenance Employee who is a Participant shall be contributed to the Plan and credited to the Participant's Account. Eight percent (8%) of such compensation shall be contributed by the Participant and one percent (1%) shall be contributed for the Participant by the District.

(c) Confidential Employees

Effective June 3, 1996, eight and fifty-one one hundredths percent (8.51%) of the Basic Compensation of each Confidential Employee who is a Participant shall be contributed to the Plan and credited to the Participant's Account. Five and fifty-one hundredths percent (5.51%) of such compensation shall be contributed by the Participant and three percent (3.00%) of such compensation shall be contributed for the Participant by the District.

Effective January 1, 1997, nine and twenty eight one hundredths percent (9.28%) of the Basic Compensation of each Confidential Employee who is a Participant shall be contributed to the Plan. Six and twenty-eight one hundredths percent (6.28%) of such compensation shall be contributed by the Participant and three percent (3.00%) of such compensation shall be contributed for the Participant by the District.

No interest shall be credited on Participant contributions to the Plan prior to July 1, 1989.

(d) **Professional/Supervisory Employees**

Effective January 1, 1997, nine and forty three one hundredths percent (9.43%) of the Basic Compensation of each Professional/Supervisory Employee who is a Participant shall be contributed to the Plan. Six and forty-three one hundredths percent (6.43%) of such compensation shall be contributed by each Professional/Supervisory Participant and three percent (3.00%) of such compensation shall be contributed for the Participant by the District.

No interest shall be credited on Participant contributions to the Plan prior to July 1, 1989.

(e) **Unrepresented Employees**

Six percent (6.00%) of the Basic Compensation of each Unrepresented Employee who is a Participant shall be contributed to the Plan. The portion of contributions made by each such Participant and made by the District on behalf of each such Participant shall be determined in accordance with Appendix D.

(f) **Directors**

Each Director who is a Participant shall contribute one percent (1.00%) of his or her Basic Compensation to the Plan. A Director who is a Participant as another category of Employee shall contribute the greater of the amount required as a Director or as such other category of Employee.

(g) **Rollovers**

Each Participant is also eligible to make rollover contributions to the Plan in accordance with Appendix C of the Plan.

Section 2. District Contributions

In addition to the contributions set forth in Section 1 of this Article, the District shall periodically make contributions to the Trust in the amounts determined to be necessary to maintain the Plan on a sound actuarial basis in order to provide all benefits to which Participants are entitled under the Plan.

Section 3. Timing of Contributions

Contributions under Section 1 of this Article shall be transmitted to the Trustee by the last business day of each month.

Section 4. Plan Expenses

Except as otherwise provided herein with respect to termination of the Plan, the District shall also pay all expenses incurred in the administration of the Plan and the Trust.

ARTICLE V

VESTING, RETIREMENT AND PAYMENT OF RETIREMENT INCOME, IN GENERAL

Section 1. Vesting

(a) Vesting in Benefits Other Than the Value of an Account

A Participant shall be one hundred percent (100%) vested in the benefits provided under the Plan (other than the value of his/her Account) on the first to occur of the following events: (i) the Participant completes ten (10) years of Service (five (5) years of Service by a Confidential, Professional/Supervisory or Unrepresented Participant), (ii) the Participant attains Normal Retirement Age while an Employee, or (iii) the Participant becomes Disabled while an Employee. See Article XII regarding vesting of benefits earned by Participants who are Directors.

(b) Vesting in the Value of an Account

A Participant shall always be one hundred percent (100%) vested in the value of his/her Account, including any rollover contributions described in Appendix C, and interest thereon that is credited to the Participant's Account in accordance with Section 1 of Article IV and Section 3 of Article XI.

Section 2. Benefits on Termination When Vested Only in Account

If a Participant terminates employment with the District before the Participant's benefits become vested under Section 1(a) of this Article so such that the Participant is vested only in the value of the Participant's Account, the Participant's only benefit payable from the Plan is a lump sum payment of the value of the Participant's Account determined as of the date on the written request to the Plan Administrator to receive a lump sum payment.

Section 3. Deferred Vested Participants

If a Participant terminates employment with the District for any reason other than retirement or death after the Participant's benefits become vested under Section 1(a) of this Article, the Participant shall have the option of either deferring payment of retirement benefits until a date that is no later than the date specified in Section 4(c) of this Article or receiving payment in a lump sum of the value of the Participant's Account.

If the Participant elects to defer payment of the Participant's retirement benefits from the Plan after the Participant's termination of employment with the District to a date that is no later than the date specified in Section 4(c) of this Article, the Participant's retirement income shall be computed on the basis of the provisions of Article VI, VII, VIII, or XII, whichever is applicable, in effect on the date of the Participant's termination of employment with the District, but shall not be less than the benefit that would be computed on the basis of the provisions of the Plan as in effect on December 31, 1990. If the Participant elects to defer payment of the Participant's retirement benefits from the Plan after the Participant's termination of employment with the District, the Participant must file a one-time election to defer in the form and manner required by the Plan Administrator.

Section 4. Time of Payment

Monthly payments of retirement income provided under Article VI, VII, VIII, or XII, shall commence on the first day of the month following the month in which the Participant retires, subject however to the following qualifications:

(a) Vesting and Termination Required

Payments of retirement income in accordance with Articles VI, VII, VIII, or XIII shall not be payable, and shall not commence prior to the date that the Participant is vested under Section 1(a) of this Article V and has terminated employment with the District.

(b) Age at Payment

Unless a Participant becomes Disabled, payments of retirement income shall not commence prior to the birthday of the Participant stated below:

(1) Employees: 50th birthday

(2) Directors: 55th birthday (However, if a Director is also a Participant under another category of Employee, such other category shall govern if the Director's benefits are provided under such other category, as provided in Article XII)

(c) Deferred Payment

Commencement of payment may be deferred at the written request of a Participant to any date after retirement but in no event may a Participant elect to defer the beginning of payment of retirement benefits to a date later than April 1 of the calendar year following the later of:

(1) the calendar year in which the Participant attains age 70½; or

(2) the calendar year in which the Participant terminates employment with the District.

(d) Minimum Required Distributions

The requirements of Appendix A of the Plan concerning minimum required distributions shall apply to any distribution of a Participant's interest and shall take precedence over any inconsistent provisions of this Plan.

Section 5. Maximum Benefits

Notwithstanding any provision of the Plan to the contrary, the retirement income payable to a Participant in any Limitation Year shall not exceed the limit established by Code Section 415, which is set forth in Appendix B of the Plan.

Section 6. Rollovers

If a Participant receives a distribution from the Plan that is an Eligible Rollover Distribution, the Participant may elect to have all or a portion of the distribution directly rolled over to an Eligible Retirement Plan in accordance with Appendix C of the Plan.

ARTICLE VI

RETIREMENT INCOME OF CLERICAL AND MAINTENANCE EMPLOYEES

Section 1. In General

The retirement income of a Participant who is a Clerical or Maintenance Employee at the time of the Participant's retirement shall be as set forth in this Article VI. Unless otherwise specifically provided in the Plan, all retirement income shall be in the form of monthly payments to the retired Participant commencing on the first day of the month following the month in which the Participant retires as provided in Article V, and ceasing with the last monthly payment due prior to the Participant's death. No retirement income shall be paid under this Article unless and until all of the conditions for payment set out in Article V have been met. If a Participant changes classification of Employee and retires as a Clerical or Maintenance Employee, the Participant's retirement income shall be calculated using the benefit formula factor for the classification of Employee that would produce the greatest benefit.

Section 2. Retirement Income

(a) Termination Prior to January 1, 2009

For Participants who were not Employees on, or after, January 1, 2009, the retirement income paid monthly shall be calculated using the average monthly Basic Compensation paid during the twelve (12) most highly compensated consecutive months of Service multiplied by the applicable defined benefit formula factor in effect as of the date the Participant separated from service at the District, as shown in the table in the applicable Schedule of Appendix G.

(b) Termination on or after January 1, 2009

For Participants who were Employees on, or after, January 1, 2009, and retire thereafter, the retirement income paid monthly shall be the average monthly Basic Compensation paid during the Participant's twelve (12) most highly compensated consecutive months of Service multiplied by the factor in the table in Schedule 1 of Appendix G, determined by the number of the Participant's years of Service and the Participant's age at the commencement of payment of retirement income.

Section 3. Preretirement Death Benefit

(a) Surviving Spouse or Domestic Partner

If the Participant dies after completing ten (10) years of Service and before payment of retirement income begins under this Article, there shall be paid to his or her surviving Spouse or Domestic Partner a monthly income for life equal to eighty-five percent (85%) of the amount that otherwise would have been paid to the Participant under Section 2 of this Article VI had the Participant retired on the date of Participant's death. However, such payment shall be made only if the survivor had been married to, or was a Domestic Partner of, the Participant for no less than six (6) months prior to the Participant's death.

(b) **Surviving Child**

If such Participant leaves no surviving Spouse or Domestic Partner described in Section 3(a) of this Article VI, but leaves a natural or adopted child or children under the age of twenty-one (21) years, then said monthly income shall be paid to such child (or children in equal shares) until each respectively attains age twenty-one (21). As each child reaches age twenty-one (21), the remaining retirement benefit payable will be divided equally between any natural or adopted child or children who are still under the age of twenty-one (21).

(c) **Optional Form For Surviving Spouse or Domestic Partner**

A surviving Spouse or Domestic Partner described in subsection (a) of this Section may elect to receive in lieu of said monthly income the value of the Participant's Account, plus a monthly income reduced by a percentage determined by dividing the value of the Account by the Actuarial Present Value of the monthly income before reduction.

(d) **Minimum Payment**

If the total payment of monthly income made pursuant to Section 3(a), (b), or (c) of this Article VI, is less than the value of the Participant's Account at the time of the Participant's death, then the difference between the Account value and such total payment shall be paid to the Participant's designated Beneficiary.

(e) **Coordination with Joint Annuitant Option and Benefits on Death**

The provisions of this Section 3 will supersede and are in lieu of any benefit pursuant to Article IX or Article XI hereof.

Section 4. Minimum Retirement Benefit

Anything in this Article VI to the contrary notwithstanding, the amount of retirement income paid to a Clerical or Maintenance Participant shall not be less than the amount computed as follows:

(a) With respect to Service performed as an Employee during the period from January 1, 1978, through February 29, 1980, the amount of a Participant's annual retirement income benefit shall be the sum of:

(1) Forty-seven and five hundred ninety-five thousandths percent (47.595%) of the Participant's contributions with respect to pay periods ending within the three hundred (300) months prior to the Participant's normal retirement date, plus

(2) Nineteen and thirty-nine thousandths percent (19.039%) of the Participant's contributions with respect to pay periods ending more than three hundred (300) months prior to the Participant's normal retirement date.

(b) With respect to Service performed after February 29, 1980, the amount of a Participant's annual retirement income benefit shall be the sum of

(1) Fifty-nine and four hundred ninety-four thousandths percent (59.494%) of the Participant's contributions up to four percent (4%) of Basic Compensation, with

respect to pay periods ending within three hundred (300) months prior to the Participant's normal retirement date, plus

(2) Twenty-three and seven hundred ninety-eight thousandths percent (23.798%) of the Participant's contributions, up to four percent (4%) of Basic Compensation, with respect to pay periods ending more than three hundred (300) months prior to the Participant's normal retirement date.

ARTICLE VII

RETIREMENT INCOME OF CONFIDENTIAL AND PROFESSIONAL/SUPERVISORY EMPLOYEES

Section 1. In General

The retirement income of a Participant who was a Confidential or Professional/Supervisory Employee at the time of the Participant's retirement shall be as set forth in this Article VII. Unless otherwise specifically provided in the Plan, all retirement income shall be in the form of monthly payments to the retired Participant commencing on the first day of the month following the month in which the Participant retires as provided in Article V, and ceasing with the last monthly payment due prior to the Participant's death. No retirement income shall be paid under this Article unless and until all of the conditions for payment set out in Article V have been met. If a Participant changes classification of Employee and retires as a Confidential and Professional/Supervisory Employee, the Participant's retirement income shall be calculated using the benefit formula factor for the classification of Employee that would produce the greatest benefit.

Section 2. Retirement Income

(a) Termination prior to January 1, 2009

For Participants who were not Employees on, or after, January 1, 2009, the retirement income paid monthly shall be calculated using the average monthly Basic Compensation paid during the twelve (12) most highly compensated consecutive months of Service multiplied by the applicable defined benefit formula factor in the table in effect as of the date the Participant separated from service at the District, as shown in the applicable Schedule in Appendix H.

(b) Termination on or after January 1, 2009

For Participants who were Employees on, or after, January 1, 2009, and retire thereafter, the retirement income paid monthly shall be the average monthly Basic Compensation paid during the Participant's twelve (12) most highly compensated consecutive months of Service multiplied by the factor in the table in Schedule 1 in Appendix H, determined by the number of the Participant's years of Service and the Participant's age at the commencement of payment of retirement income.

Section 3. Preretirement Death Benefit

(a) Surviving Spouse or Domestic Partner

If the Participant dies after completing five (5) years of Service and before payment of his/her retirement income begins under this Article, there shall be paid to the Participant's surviving Spouse or Domestic Partner a monthly income for life equal to eighty-five percent (85%) percent of the amount that otherwise would have been paid to the Participant under Section 2 of this Article VII had the Participant retired on the date of his or her death. However, such payment shall only be made if the survivor had been married to, or was a Domestic Partner of, the Participant for no less than six (6) months prior to the Participant's death.

(b) Surviving Child

If such Participant leaves no surviving Spouse or Domestic Partner described in Section 3(a) of this Article VII, but leaves a natural or adopted child or children under age twenty-one (21), then said monthly income shall be paid to such child (or children in equal shares) until each respectively attains age twenty-one (21). As each child reaches age twenty-one (21), the remaining retirement benefit payable will be divided equally between any natural or adopted child or children who are still under the age of twenty-one (21).

(c) Optional Form of Surviving Spouse or Domestic Partner

A surviving Spouse or Domestic Partner described in subsection (a) of this Section may elect to receive in lieu of said monthly income the value of the Participant's Account, plus a monthly income reduced by a percentage determined by dividing the value of the Account by the Actuarial Present Value of the monthly income before reduction.

(d) Minimum Payment

If the total payment of monthly income made pursuant to this Section 3(a), (b), and (c) of this Article VII, is less than the value of the Participant's Account at the time of his/her death, then the difference between the Account value and such total payment shall be paid to the Participant's designated Beneficiary.

(e) Coordination with Joint Annuitant Option and Benefits on Death

The provisions of this Section 3 will supersede and are in lieu of any benefit pursuant to Article IX or Article XI hereof.

Section 4. Minimum Retirement Benefit

Anything in this Article VII to the contrary notwithstanding, the amount of retirement income paid to a Participant shall not be less than the amount computed in accordance with Section 4 of Article VI.

ARTICLE VIII

RETIREMENT INCOME OF UNREPRESENTED EMPLOYEES

Section 1. In General

The retirement income of a Participant who was an Unrepresented Employee at the time of the Participant's retirement shall be as set forth in this Article VIII. Unless otherwise specifically provided in the Plan, all retirement income shall be in the form of monthly payments to the retired Participant commencing on the first day of the month following the month in which the Participant retires as provided in Article V and ceasing with the last monthly payment due prior to the Participant's death. No retirement income shall be paid under this Article unless and until all of the conditions for payment set out in Article V have been met. If a Participant changes classification of Employee and retires as an Unrepresented Employee, the Participant's retirement income shall be calculated using the benefit formula factor for the classification of Employee that would produce the greatest benefit.

Section 2. Retirement Income

(a) Termination prior to January 1, 2009

For Participants who were not Employees on, or after, January 1, 2009, the retirement income paid monthly shall be calculated using the average monthly Basic Compensation paid during the twelve (12) most highly compensated consecutive months of Service multiplied by the applicable defined benefit formula factor in the table in effect as of the date the Participant separated from service at the District, as shown in the applicable Schedule in Appendix I.

(b) Termination on or after January 1, 2009

For Participants who were Employees on, or after, January 1, 2009, and retire thereafter, the retirement income paid monthly shall be the average monthly Basic Compensation paid during the Participant's twelve (12) most highly compensated consecutive months of Service multiplied by the factor in the table in Schedule 1 of Appendix I, determined by the number of the Participant's years of Service and the Participant's age at the commencement of payment of retirement income.

Section 3. Preretirement Death Benefit

(a) Surviving Spouse or Domestic Partner

If the Participant dies after completing five (5) years of Service and before payment of his/her retirement income begins under this Article, there shall be paid to the Participant's surviving Spouse or Domestic Partner a monthly income for life equal to eighty-five percent (85%) of the amount that otherwise would have been paid to the Participant under Section 2 of this Article VIII had the Participant retired on the date of his or her death. However, such payment shall only be made if the survivor had been married to, or was a Domestic Partner of, the Participant for no less than six (6) months prior to the Participant's death.

(b) Surviving Child

If such Participant leaves no surviving Spouse or Domestic Partner described in Section 3(a) of this Article VIII, but leaves a natural or adopted child or children under the age of twenty-one (21) years, then said monthly income shall be paid to such child (or children in equal shares) until each respectively attains age twenty-one (21). As each child reaches age twenty-one (21), the remaining retirement benefit payable will be divided equally between any natural or adopted child or children who are still under the age of twenty-one (21).

(c) Optional Form for Surviving Spouse or Domestic Partner

A surviving Spouse or Domestic Partner described in subsection (a) of this Section may elect to receive in lieu of said monthly income the value of the Participant's Account, plus a monthly income reduced by a percentage determined by dividing the value of the Account by the Actuarial Present Value of the monthly income before reduction.

(d) Minimum Payment

If the total payment of monthly income made pursuant to this Section 3(a), (b), and (c) of this Article VIII is less than the value of the Participant's Account at the time of the Participant's death, then the difference between the Account value and such total payment shall be paid to the Participant's designated Beneficiary.

(e) Coordination with Joint Annuitant Option and Benefits on Death

The provisions of this Section 3 will supersede and are in lieu of any benefit pursuant to Article IX or Article XI hereof.

ARTICLE IX

JOINT ANNUITANT OPTION

Section 1. Election and Form of Payment

Subject to the terms of this Article IX, a Participant may elect an optional form of monthly retirement income providing for continuance to a Joint Annuitant. Such election shall be in writing made at the time and in the manner specified by the Administrator, shall specify the amount referred to in (b) below, and shall be filed with the Administrator prior to the commencement of income payments to the Participant. If such election is made, the following benefits shall be paid in lieu of all other benefits on or after the Participant's retirement:

(a) To the Participant

A reduced income shall be paid to the Participant monthly, commencing on the first day of the month following the month in which the Participant retires and continuing thereafter during Participant's lifetime, ceasing with the last monthly payment preceding the Participant's death.

(b) To the Joint Annuitant

If the Joint Annuitant shall be living one month after the due date of the last monthly payment to the Participant, upon the Participant's death, an income shall be payable monthly to the Joint

Annuitant, commencing one month after the due date of the last monthly payment of the Participant and continuing thereafter during the Joint Annuitant's lifetime, ceasing with the last monthly payment due prior to the Joint Annuitant's death. The amount of the monthly income to the Joint Annuitant shall be the same as the monthly income payable to the Participant under the Joint Annuitant option, or shall be one-half thereof as the Participant may specify in Participant's notice of election of the Joint Annuitant Option.

(c) To a Beneficiary

If both the Participant and the Joint Annuitant die before the total payment of monthly income under this Article equals the value of the Participant's Account at the time of retirement, then the difference between the Account value and such total payment shall be paid to the Participant's designated Beneficiary in a lump sum.

(d) "Pop-up" Benefit to Participant

If the Participant so elects in accordance with this Section, an amount further reduced below that specified in subsection (a) and (b) of this Section 1 shall be paid to the Participant and the Joint Annuitant, with the provision that if the Joint Annuitant predeceases the Participant after payments have commenced, the amount of monthly income paid to the Participant shall be increased, beginning with the first payment that is payable following the death of the Joint Annuitant, to an amount equal to the monthly income payable to the Participant at retirement as if no Joint Annuitant option had been elected.

Section 2. Actuarial Equivalence

In determining the amount paid under this Article IX, the Actuarial Present Value of the reduced income payable to the Participant with provision for continuance to the Joint Annuitant shall be equivalent, as of the Participant's retirement date (taking into account the age of the Participant and the Joint Annuitant), to the Actuarial Present Value of the retirement income to which the Participant would be entitled if this option had not been elected.

Section 3. Death Before Payment Commencement

If the Joint Annuitant dies before payments of income have commenced, the Participant's election described in Section 1 of the joint annuitant option shall be inoperative, and the Participant shall have the right to make a new election of a joint annuitant option as if the Participant had not made the inoperative election.

Section 4. Revocation of Election

Any election made in accordance with this Article may be revoked prior to the date on which payments of retirement income to the Participant have commenced, but may not be revoked thereafter.

Section 5. Application of Minimum Required Distribution Rules

Any Joint Annuitant benefit payable under this Article shall meet the requirements of Code section 401(a)(9) and Appendix A.

ARTICLE X

BENEFITS ON DISABILITY

Section 1. Clerical and Maintenance Employees Only

This Article X applies only to Clerical and Maintenance Employees.

Section 2. Disability Benefit

Upon written application made at the time and in the manner specified by the Administrator, a Participant who has become Disabled after completing ten (10) years of Service shall receive during the period of such Disability thirty percent (30%) of the Participant's current Basic Compensation at the beginning of the Disability, but not less than the retirement benefit the Participant is entitled to receive pursuant to Article VI. The Participant's disability benefit shall continue for the remainder of the period of the Participant's Disability, with no offset for Social Security benefits.

Section 3. Evidence of Disability

The Participant shall furnish to the Administrator such evidence of the Social Security Administration's determination of the Participant's total disability as the Administrator shall reasonably require to determine the existence and period of such Disability.

Section 4. Period of Disability

The period of Disability shall be deemed not to begin until the Participant has used all of his or her accumulated sick leave and vacation time (if any), and shall end on the date that the Social Security Administration determines that the Participant is no longer Disabled. The payment of disability benefits pursuant to this Article shall cease as of that date.

Section 5. Return to Work

If the Participant returns to employment with the District within 30 days after the Participant ceases to be Disabled, the Participant shall, for all purposes of the Plan, be deemed to have been on authorized leave of absence during the period of Disability. If the Participant returns to employment with the District after receiving payments under this Article X, the Participant will be treated as having opted out of retirement, the disability retirement payments will cease upon reemployment, and retirement benefits will be recalculated upon the Participant's future retirement date. However, if the Participant does not then return to the service of the District, the Participant shall have no further rights under this Article X.

ARTICLE XI

BENEFITS ON DEATH

Section 1. Preretirement Death Benefits

If the preretirement death benefit provisions in Articles VI, VII, VIII, IX, and XII do not apply and a Participant dies before payments of retirement income to the Participant have commenced,

there shall be paid to the Participant's designated Beneficiary in a lump sum an amount equal to the value of the Participant's Account as of the date of the Participant's death.

Section 2. Life Annuity with Minimum Payment Equal to Account Value

If Article IX does not apply, then, if a Participant dies after payments of retirement income to the Participant have commenced, there shall be paid to the Participant's designated Beneficiary in a lump sum an amount equal to the value of the Participant's Account at retirement, reduced by the sum of the retirement income payments previously made to the Participant.

Section 3. Credited Interest

"Credited interest" means interest on the value of an Account for the period from July 1 following the date of the contribution recorded in the Account to the earlier of: (a) the first day of the month in which the value of the Account is distributed, or (b) the date of the first payment of retirement income to the Participant. Credited interest through June 30, 1976, shall be computed at the rate of three percent (3%) per annum compounded annually and thereafter at the rate of five percent (5%) per annum compounded annually. For the purpose of computing credited interest, contributions made to the Treated Water Division plan prior to June 30, 1962, shall be deemed to have been made on June 30, 1962, and contributions made to the General Office plan prior to June 30, 1966, shall be deemed to have been made on June 30, 1966.

ARTICLE XII

PARTICIPATION BY DIRECTORS

Section 1. Precedence

With respect to Directors and their Spouses, Domestic Partners, and designated Beneficiaries, solely to the extent that the provisions of this Article XII are inconsistent with the provisions of any other sections of the Plan, this Article shall govern. Otherwise, all provisions of the Plan shall apply to Directors. If a Director would qualify for benefits under another Article of the Plan (e.g., because he or she retires as an Unrepresented Employee), then the Director shall receive the greater of the benefit provided under this Article or such other Article. Benefits shall not be paid under both this Article and another Article of the Plan.

Section 2. Eligibility to Participate

All Employees who serve as Directors of the District after June 30, 1985 shall be Participants in the Plan during the period that they serve as Directors. If a current or former Participant seeks and obtains election to the Board of Directors, the District shall calculate two separate retirements: One for the Participant's qualifying Service as an Employee (other than a Director) at the formula rate and Basic Compensation at the time the Participant separated from service with the District as a non-Director, and a second calculation based on the Participant's qualifying Service as a Director at the formula rate and Basic Compensation at the time the Participant separated from service with the District as a Director.

Section 3. Period of Service

In applying the provisions of the Plan to Directors, all references to the period of employment shall be construed as the entire period that a person serves as a Director including service prior to July 1, 1985.

Section 4. Vesting and Retirement Eligibility

(a) Vesting in Value of An Account

A Director shall always be one hundred percent (100%) vested in the value of the Director's Account, including any rollover contributions described in Appendix C, and interest thereon that is credited to the Participant's Account in accordance with Section 1 of Article IV and Section 3 of Article XI.

(b) Vesting in Benefits Other Than the Value of An Account

A Director shall be one hundred percent (100%) vested in the benefits provided under the Plan (other than the value of the Director's Account) on the first to occur of the following events: (i) the Director completes ten (10) years of Service, (ii) the Director attains Normal Retirement Age, or (iii) the Director becomes Disabled.

(c) Retirement Eligibility as a Director

To qualify for retirement benefits under this Article XII, a Director must satisfy Section 4(b) of this Article XII while employed as a Director.

Section 5. Termination Prior to Retirement Eligibility

If a Director terminates employment with the District before the Director has qualified for retirement benefits under Section 4(c) of this Article, the Director shall be paid the value of the Director's Account in a lump sum.

Section 6. Written Election Required

Within 30 days after terminating employment with the District, a Director, who has qualified for retirement benefits under Section 4 of this article XII, shall elect in writing in the manner specified by the Administrator, whether to either: (a) receive a lump sum payment computed in the manner set forth in Section 5 of this Article XII, or (b) receive a monthly retirement income. If a Director fails to make a written election, the default payment method shall be in the form of a lump sum payment computed in the manner set forth in Section 5 of this Article XII.

Section 7. Amount of Retirement Income

If the Director who has qualified for retirement benefits under Section 4 of this Article XII elects to receive a monthly retirement income, the retirement income paid monthly shall be determined as follows:

(a) Termination prior to January 1, 2009

For Directors who were not Employees on, or after, January 1, 2009, the retirement income paid monthly shall be calculated using the average monthly Basic Compensation paid during the

thirty-six (36) most highly compensated consecutive months of Service during the last five (5) years multiplied by the applicable defined benefit formula factor in the table in effect as of the date the Director separated from service at the District, as shown in the applicable Schedule in Appendix J.

(b) **Termination on or after January 1, 2009**

For Directors who were Employees on, or after, January 1, 2009, and retire thereafter, the retirement income paid monthly shall be the average monthly Basic Compensation paid during the Participant's thirty-six (36) most highly compensated consecutive months of Service during the last five (5) years multiplied by the factor in the table in Schedule 1 of Appendix J, determined by the length of the Participant's years of Service and the Director's age at the commencement of payment of retirement income.

Section 8. Preretirement Death Benefit

(a) **Death After Ten Years of Service**

If a Participant who is a Director dies before retiring with at least ten (10) years of Service as a Director, the Director's designated Beneficiary shall be entitled to a monthly survivor annuity payable for the life of the designated Beneficiary equal to the amount that would have been payable to the designated Beneficiary as the Joint Annuitant under the fifty percent (50%) joint and survivor annuity described in Section 1 of Article IX if:

(1) in the case of a Participant who dies after attaining age 55, the Participant had retired with an immediately payable fifty percent (50%) joint and survivor annuity on the day before the date of the Participant's death; or

(2) in the case of Participant who dies before attaining age fifty-five (55), the Participant had:

(A) terminated employment with the District on the date of death;

(B) survived until his or her fifty-fifth (55th) birthday;

(C) retired with an immediately payable fifty percent (50%) joint and survivor annuity on the Participant's fifty-fifth (55th) birthday; and

(D) died on the day after the Participant's fifty-fifth (55th) birthday.

(b) **Death Before Ten Years of Service**

If a Participant who is a Director dies before retiring with fewer than (10) years of Service as a Director, the Participant's designated Beneficiary shall be entitled to a lump sum payment equal to the value of the Participant's Account as of the date of the Participant's death.

(c) **Death Before Age 55**

In the case of a Participant who is a Director and who dies before the Participant's 55th birthday, the monthly preretirement survivor benefit shall not commence to the designated Beneficiary before the date the Participant would have attained age fifty-five (55).

ARTICLE XIII

ADMINISTRATOR AND RETIREMENT PLAN COMMITTEE

Section 1. Administration

The Plan shall be administered by the Plan Administrator who shall have the responsibility, authority and power to administer the Plan to the full extent established by Article 16, section 17 of the California Constitution. The Committee shall advise the Plan Administrator as set out in this Article, but all advice of the Committee shall be subject to review and approval of the Plan Administrator. Being advisory only, the Committee shall not have any authority to administer the Plan (the Committee shall not have the authority to, e.g., interpret Plan provisions or make decisions with respect to any benefits claims) or have any fiduciary responsibility with respect to the Plan.

Section 2. Committee Membership

The Committee shall consist of six (6) voting members, of whom three shall be appointed in writing by the Union, and three shall be appointed in writing by the Board. The appointing authority may at any time remove from the Committee any member appointed by it and shall appoint the successor of any member appointed by it in the event of the resignation, incapacity, death or removal of such member. The Committee shall appoint one of the members as chair who shall hold office at the pleasure of the Committee. The Committee shall appoint a secretary who shall keep minutes of the meetings and shall keep the records of the transactions of the Committee. The Committee shall adopt such by-laws and rules as necessary for the conduct of its affairs, such to include procedures for voting on issues properly before the Committee.

Section 3. Committee Advice

The Committee shall advise the Plan Administrator on the following:

- (a) The interpretation of the terms and conditions of the Plan in a lawful reasonable and non-discriminatory manner.
- (b) The engagement of actuaries, attorneys, accountants and consultants.
- (c) The actuarial assumptions to be used in the administration of the Plan.
- (d) The transmittal of funds to the Trustee and disbursements from the Trust Fund .
- (e) The engagement of investment managers or consultants.

(f) Such other matters as the Committee deems appropriate concerning the administration of the Plan.

Section 4. Committee Decisions

Decisions of the Committee shall be by the vote of a majority of the entire membership of the Committee, which requirement shall be included in the Committee by-laws.

ARTICLE XIV

THE TRUST FUND

The Trust Fund shall consist of all the assets of the Plan including any merged plans and all contributions made pursuant to Article IV hereof, plus earnings and minus losses realized from the investment thereof.

ARTICLE XV

INVESTMENT OF THE TRUST FUND

Section 1. Investment

The investment of the Trust Fund shall be as authorized by law in accordance with Article XVI, section 17 of the California Constitution and such general investment policies and guidelines as may from time to time be established by the Plan Administrator. In the event of a conflict between this Trust Agreement and the Service Agreement between the District and the Trustee, this Trust Agreement shall control.

Section 2. Investment Management

Subject to the provisions of Section 1 of this Article XV, the Plan Administrator shall have full responsibility for the investment and management of the Trust Fund. The Administrator may from time to time delegate to an investment manager the responsibility for the investment, liquidation and reinvestment of all or any portion of the Trust Fund.

Section 3. Directed Trustee

The Trustee shall invest the Trust assets in accordance with the directions of the Administrator or any investment manager. The Trustee shall have no duty to recommend investments to the Administrator or an investment manager or to review investment directions from the Administrator or an investment manager. However, the Trustee may refuse to comply with any investment direction which it reasonably believes would be contrary to law.

Section 4. Investment Directions

Except as otherwise provided below or as otherwise agreed in writing between the Administrator and the Trustee, all investment directions to the Trustee from the Administrator or an investment manager must be contained in a written notice signed by a person authorized to give instructions to the Trustee. The Trustee may, in its discretion, accept such investment directions by other forms of communication including, without limitation, telex, telegram, or other wire transfer, teletransmission, or telephone. If the Trustee accepts an alternative method of

communication, it may require the Administrator or the investment manager, as the case may be, to follow reasonable procedures for formal written confirmation of investment directions. The Trustee is authorized to settle securities trades effected by the Administrator or an investment manager through a securities depository utilizing an institutional delivery system. In such event, the Trustee may deliver or receive securities in accordance with appropriate trade reports or statements given to the Trustee by the depository without having received communications or instructions directly from the Administrator or an investment manager.

Section 5. Trustee Obligations

The Trustee shall have no obligation to determine the existence of any conversion, redemption, exchange, subscription or other right relating to any securities the Trustee is directed to purchase for the Trust of which notice was given prior to the purchase of such securities. Nor shall the Trustee have any obligation to exercise such right unless it is informed of the existence of the right and is instructed, in writing and within a reasonable time prior to the expiration of such right, by the Plan Administrator or an investment manager to exercise such right.

ARTICLE XVI

GENERAL PROVISIONS CONCERNING RESPONSIBILITIES OF THE TRUSTEE

Section 1. Direction of Administrator

To the extent applicable under the Plan and to the extent not otherwise required by governing law, in dealing with the interests and transactions on behalf of the respective Participants (such as paying benefits), the Trustee shall act entirely on the written directions of the Administrator. The Administrator shall keep full records of all such purposes, and the Trustee shall have no dealing with Participants except upon the directions of the Administrator to make payments to them.

Section 2. Participation in Litigation or Claims

The Trustee shall not be required to participate in any litigation either for the collection of moneys or other property due the Trust Fund, or in defense of any claim against the Trust Fund unless it shall have been indemnified to its reasonable satisfaction against all expense and liability to which it might become subject.

Section 3. Duties and Responsibilities

The Trustee's duties and responsibilities shall be only those which are expressly imposed upon it by the provisions of this Agreement or of any separate agreement with the Administrator. It shall not be liable for the making, retention, or sale of any investment or reinvestment made by it as herein provided or for any loss to or diminution of the Trust Fund, nor shall it be otherwise liable hereunder, except for its own negligence or willful misconduct.

Section 4. Consulting Legal Counsel

The Trustee may consult with legal counsel (who may be counsel for the District) concerning any question arising in reference to its rights, duties and obligations under this Agreement, and it shall be fully protected in reasonably acting or refraining from acting in accordance with the advice of counsel for the District.

Section 5. Certification

Whenever in the administration of the Plan, a certificate is required to be given to the Trustee or it shall deem it reasonably necessary that a matter be proved prior to taking, suffering or omitting any action hereunder, such certification shall be duly made and said matter may be deemed to be conclusively proved by an instrument, delivered to the Trustee signed by the Administrator, but in its discretion, the Trustee may, in lieu thereof, accept other evidence of the matter or may reasonably require such further evidence as to it may seem reasonable. The Trustee shall, in all events, be protected in acting upon any notice, resolution order, certificate, opinion, telegram, letter or other document reasonably believed by it to be genuine and to have been signed by the proper party or parties.

Section 6. Payments

The Trustee may make any payment required to be made by it hereunder by mailing its check in the amount hereof by prepaid first class mail in a sealed envelope addressed to the person to whom such payment is to be made, according to the certification of the Administrator. The Trustee shall not be required to make any investigation to determine the identity or mailing address of any person entitled to benefits under this Agreement and shall be entitled to reasonably withhold making payments with respect to the payment of benefits until the identity and mailing addresses of persons entitled to benefits are certified to it by the Administrator. In the event that any reasonable dispute shall arise as to the identity or rights of persons entitled to benefits hereunder, unless otherwise required by law the Trustee may withhold payment of benefits until such dispute shall have been determined by arbitration or by a court of competent jurisdiction or shall have been settled by written stipulation of parties concerned.

Section 7. Trustee Compensation

The District shall pay to the Trustee such reasonable compensation for its services as shall from time to time be agreed upon by the District and the Trustee. Except as provided herein with respect to liquidation of the Plan, the expenses of the Trustee in this administration of the Trust shall be paid by the District.

Section 8. Trustee Records

The Trustee shall keep full records of the administration of the Trust, which the District shall have the right to examine at any time during the Trustee's regular business hours. Within forty-five (45) days after the close of the fiscal year of the Trust, the Trustee shall furnish the District with a statement of its account; and the District shall promptly notify the Trustee in writing of its approval or disapproval thereof. The written approval by the District of any statement of account shall be binding, as to all matters embraced in the statement, on all parties to this Trust Agreement and on all Participants, to the same extent as if the account of the Trustee had been settled by judgment or decree in an action for a judicial settlement of its accounts in a court of competent jurisdiction in which the Trustee, the District and all persons interested or having or claiming any interest in the Trust Fund were parties; provided, however, that nothing herein contained shall deprive the Trustee of its right to have its accounts judicially settled if it so desires. Nothing contained herein shall supersede the responsibilities and obligations of the Trustee as a fiduciary under the Plan nor shall it supersede the ability of any party to enforce such party's rights against the Trustee in accordance with governing law.

Section 9. Trustee Liability, Claims, and Obligations

On written approval of the Administrator, the Trustee is authorized to accept, compromise or otherwise settle any obligation or liability due to or from it as the Trustee hereunder, including any claim that may be asserted for taxes under present or future laws; or to enforce or contest the same by appropriate legal proceedings; but it shall not be required to institute or continue litigation unless it is in possession of funds sufficient for that purpose or unless it has been indemnified to its reasonable satisfaction against its counsel fees and all other expenses and liabilities to which it may in its reasonable judgment be subject to by such action; provided further, that the Trustee shall be entitled, out of the recoveries of any litigation, to reimbursement for its counsel fees and expenses in connection therewith.

Section 10. Third Party

A third party dealing with the Trustee shall not be required to make any inquiry whether the Trustee is authorized to take or omit any action; or to follow the application by the Trustee of any money or property which may be paid or delivered to the Trustee hereunder.

Section 11. Trustee's Standard of Care and Indemnification

The Trustee shall discharge its duties hereunder with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with these matters would use in the conduct of an enterprise with like character and like aims. In the exercise of its powers and performance of its duties hereunder, it shall not be liable for any action taken or omitted upon the instructions of the District or the Administrator; or, in the absence of such instructions, for the omission of any action as to which the District or Administrator is required or authorized to instruct it under the terms hereof, or for any mistake of judgment or other action made, taken or omitted by it in good faith, or for any failure of contributions to meet pension or other liabilities under the Plan, or for any loss, unless resulting from its own negligence or willful misconduct; and it shall not be required to give any bond or other security for the faithful performance of its duties hereunder. If at any time the District or the Administrator shall fail to give instructions to the Trustee for taking or refraining from taking action under the Plan and the Trustee must take action, the Trustee may act and shall be protected in acting, without such instructions, as in its reasonable discretion is appropriate and advisable under the circumstances for the carrying out of the purposes of this Agreement.

Section 12. Additional Powers of the Trustee

The Trustee shall, in addition to all other powers conferred upon it by this Agreement and by law, have the following powers:

(a) Investment

To invest Trust cash in interest bearing deposits maintained with any bank, including the Trustee;

(b) Hold Securities

To hold securities in the name of a nominee or nominees;

(c) **Checking Account**

To retain in checking accounts such amounts of the Trust Fund as the Trustee deems advisable to meet current cash requirements of the Plan;

(d) **Stocks and Securities**

Subject to any direction that may be given by the Administrator or an investment manager, to vote shares, give proxies and exercise other rights and powers of the owners of any of its stocks or other securities held in the Trust, and to participate in and execute agreements and consents respecting the reorganization or merger of any corporation therefore, and in connection therewith deposit any such securities for such debentures, certificates, receipts, agreements, or proceeds as may be issued or paid by such committees, bodies or groups, or reorganized, consolidated, or merged corporation, and generally exercise all the rights and powers (whether herein enumerated or not) as may lawfully be exercised by persons holding similar property in their own right.

(e) **Names and Addresses of Proxies**

The Trustee may disclose the names and addresses of the party with authority to vote the proxies of securities held in the Plan and the number of shares held to any issuer or such securities or its agents upon the written request of such issuer or agent.

(f) **Reasonably Necessary Action**

To take such other action as is reasonably necessary or appropriate to perform its duties under this Agreement.

ARTICLE XVII

RESIGNATION OR REMOVAL OF TRUSTEE

Section 1. Trustee Resignation

The Trustee may resign at any time upon delivering to the District a written notice of its resignation, to take effect not less than thirty (30) days after the delivery thereof, unless such notice shall be waived.

Section 2. District Removal

Any Trustee appointed hereunder may be removed by the District by delivery of a notice of removal to the Trustee, signed in the name of the District by one of its officers; the removal to take effect at a date specified in the notice which shall not be less than thirty (30) days after delivery of such notice to the Trustee. However, removal may be in fewer than (30) days if such notice is waived by the Trustee or if removal is required in order to comply with the fiduciary requirements of Article XVI, section 17 of the California Constitution. No removal of a Trustee shall become effective until a successor Trustee has been appointed, as hereinafter provided, to which the Trustee shall immediately transfer and deliver the Trust Fund.

Section 3. Settlement of Accounts

In case of the resignation or removal of the Trustee, it shall have the right to a settlement of its accounts, which may be made at its option, either (1) by judicial settlement in an action instituted by the Trustee in a court of competent jurisdiction; or (2) by agreement of settlement between the Trustee and the District.

Section 4. Transfer of Assets

As soon as reasonably possible after resignation or removal (and not waiting on the final settlement of accounts), the Trustee shall transfer to the successor Trustee the Trust Fund as it may then be constituted, and true copies of such of its records as related to the Trust, and shall execute all documents necessary for transferring the assets of the Trust.

Section 5. Successor Trustee Appointments

The District covenants that it will, upon the receipt of the resignation of the Trustee or upon its giving notice of removal of the Trustee, forthwith appoint a successor Trustee or Trustees. Any successor so appointed may qualify as such by executing, acknowledging and delivering to the District and to the resigning or removed Trustee, an instrument accepting such appointment; and upon delivery to it of all or part of the Trust Fund, such successor, without further act, shall become vested with all the estate, rights, powers, discretions and duties of its predecessor with like effects as it originally named as Trustee herein.

Section 6. Parties to Any Action or Judicial Proceeding

In any action or other judicial proceeding affecting this Trust, it shall be necessary to join as parties only the Trustee and the District. If any such action or proceeding is commenced, the Trustee shall be indemnified to its reasonable satisfaction by the District against expense, cost and counsel fees to which the Trustee may be subjected because of such action or proceeding, except to the extent that the action claims negligence or willful misconduct by the Trustee.

ARTICLE XVIII

PARTICIPANTS' INTERESTS NOT ASSIGNABLE

Section 1. Participant and Beneficiary's Interests in the Plan

The interest in the Plan of each Participant or Beneficiary shall consist only of the right of such Participant or Beneficiary to receive such payments or distribution from the Plan as the Trustee may from time to time be directed to make by the Administrator as provided herein.

Section 2. Interests Not Assignable

Except as provided in Section 3 or Section 4 of this Article, the Trustee under the Plan shall not recognize any transfer, mortgage, pledge, hypothecation, order or assignment by any Participant of all or any part of any interest which such Participant may acquire under the Plan; and such interest shall not be subject in any manner to transfer by operation of law, and shall be exempt from the claims of creditors, or other claimants and from all orders, decrees, levies, garnishments and or executions and other legal or equitable process or proceedings against such Participant to the fullest extent permissible by law.

Section 3. Domestic Relations Order

Payment must be made in accordance with the provisions of any judgment, decree, or order which the Administrator determines to be a domestic relations order, subject to the following requirements:

(a) Alternate Payee

An Alternate Payee may receive a monthly annuity pursuant to a domestic relations order only after the Participant becomes eligible for a retirement benefit. The Plan does/will permit distributions to commence to an Alternate Payee under a domestic relations order when the Participant has terminated employment and has otherwise met the requirements for entitlement to commence receiving payment of the Participant's retirement benefit, or the Participant has met vesting and eligibility requirements.

(b) Actuarial Adjustment of Participant's Retirement Benefit

The Participant's retirement benefit shall be actuarially adjusted by any benefit that becomes payable to an Alternate Payee. For purposes of determining the actuarial adjustment of benefits on account of benefits paid under a domestic relations order, the actuarial value shall be determined using the same mortality and interest assumptions that are used by the Plan's actuary in the actuary's most recent actuarial valuation of the Plan. .

(c) Actuarial Adjustment Upon Death of Alternate Payee

Unless otherwise provided in the domestic relations order, a Participant's retirement benefit is not adjusted under subsection (b) if an Alternate Payee predeceases the Participant prior to the date that the Participant becomes eligible for a retirement benefit.

(d) Alternate Payee's Benefit Terminates at Death

Unless otherwise provided in the domestic relations order, and based upon the form of benefit chosen by the Alternate Payee, as permitted under the Plan, an Alternate Payee's benefit shall terminate upon the death of the Alternate Payee.

(e) Effect of Subsequent Domestic Relations Order

In the event the Participant's benefits are subject to a subsequent domestic relations order, the benefits of an Alternate Payee under an existing domestic relations order shall not be affected by the subsequent domestic relations order.

For purposes of this Section, "domestic relations order" means an order of a court of competent jurisdiction that is made under a state domestic relations law, and that relates to the provision of child support, alimony payments or marital or other property rights to an Alternate Payee and that would satisfy the requirements of section 414(p) of the Code.

Section 4. Voluntary Revocable Assignment

Effective March 1, 2017, nothing in this Plan shall prohibit a retired Participant or the Beneficiary of a retired Participant from voluntarily agreeing to the assignment of benefits payable under this Plan. Such assignment shall be in accordance with rules established by the Plan Administrator, and may be made by any mechanism that is approved by the Plan Administrator, at its sole discretion.

ARTICLE XIX

AMENDMENT OF PLAN

Section 1. In General

To provide for contingencies which may require clarification, modification, or amendment of this Agreement, the Board reserves the right to amend this Agreement at any time. The Board, however, shall not have the right to amend this Plan in any way which will alter the basic purpose of this Agreement, result in a retroactive change to the detriment of any Employee or Participant, result in a change that would not comply with the "vested rights" rules of California law, give the District any right in funds contributed to the Trust, or any assets of this Plan, or without their written consent, alter the duties or liabilities of the Trustees. The foregoing provisions of this Article are subject to the right of the Board to amend this Plan so as to comply with the requirements of all applicable laws pertaining to the Plan and Trust, including, but not limited to, the laws that govern the federal tax qualified status of the Plan and the tax-exempt status of the Trust.

Section 2. Plan Subject to Review

This Plan shall be subject to review if requested by the District or by the Union by sixty (60) days prior written notice to the other.

ARTICLE XX

TERMINATION OF PLAN

Section 1. Irrevocability

The Trust is hereby declared to be irrevocable. The intention of the District is to maintain the Plan throughout the District's existence. Nevertheless, the District reserves the right, at any time, to terminate its liability to make future contributions to the Plan and thereby terminate the Plan and terminate all future accruals of benefits under the Plan.

Section 2. Subsequent Assumption of Liability

In the event of the termination of the liability of the District to make further contributions to the Plan, the District's liability may be assumed by another public body which employs a substantial number of the Participants in the Plan. Such assumption of liability shall be expressed in an agreement between such other public body and the District under which such other public body assumes the liabilities of the Plan with respect to the Participants employed by it. Any Participants under the Plan who do not become employees of such other public body shall have the rights provided in this Agreement for employees whose employment otherwise then terminates.

Section 3. Vesting on Termination

Upon termination of the Plan or upon complete discontinuance of contributions to the Plan, the rights of all persons to their benefits accrued to the date of such termination or discontinuance shall be vested to the extent funded. The Administrator, acting upon the advice of an actuary, shall then determine upon the basis of the actuarial assumptions then in use as a basis for deposits and reserves:

(a) Participant Account Value Payments Have Not Begun

With respect to each Participant who has not commenced receiving retirement income payments from the Plan, the value of the Participant's Account as of the date the Plan termination or complete discontinuance of contributions;

(b) Participant Account Value Payments Have Begun

With respect to each Participant who has begun to receive retirement income payments, including where applicable, the Joint Annuitants and Beneficiaries of said Participants, the excess if any, of the value of the Participant's Account as of the date on which Participant's retirement income payments commenced, reduced by the amounts of retirement income previously made, and the total of the amounts so determined;

(c) Account Benefits in Excess of Participant's Account Value

With respect to each person entitled to benefits from the Plan, the lump-sum Actuarial Present Value equivalent to the Participant's accrued benefits which is in excess of the amount determined with respect to such person under subsection (a) or subsection (b), as the case may be, and the total of the amounts so determined; and

(d) Reasonable Expenses

The net assets of the Trust Fund, reduced by reasonable expenses of termination and distribution which shall be paid from the Trust Fund unless the District elects to pay all or any part thereof.

Section 4. Reversion of Residual Net Assets to District

If the amount of subsection (d) of Section 3 of this Article is greater than the sum of the totals of subsections (a), (b) and (c) of Section 3, there shall be allocated to the account of each person for whom a determination was made under subparagraph (a), (b) or (c) the sum of the amounts so determined for the Participant, and the remaining balance of the Trust Fund, if any, resulting from actuarial error shall revert to the District.

Section 5. Order of Allocation

If the amount of subsection (d) of Section 3 of this Article XXI is less than the sum of the totals of subsections (a), (b) and (c) of Section 3, allocations shall be made by groups to the accounts of each person for whom a determination was made in the following order of preference. If the amount available for any group is insufficient to make a full allocation to that group, the allocation within that group shall be reduced pro rata and no allocation shall be made to any subsequent group.

First: With respect to each person for whom a value was determined under subsection (a) or (b), the amount so determined.

Second: With respect to Participants who have retired or who have attained age 62 but have not retired, including the Joint Annuitants or beneficiaries of such Participants, the amounts determined with respect to them under subsection (c).

Third: With respect to other Participants who have completed ten (10) years of Service, the amounts determined with respect to them under subsection (c).

Fourth: With respect to Participants who have completed five (5) years of service, the amounts determined with respect to them under subsection (c).

Fifth: With respect to all other Participants, the amounts determined with respect to them under subsection (c).

Section 6. Purchase of Deferred Annuity

The amount allocated to the account of each Participant under the provisions of the foregoing section of this Article shall, upon written instructions of the Administrator to the Trustee, be used to purchase from a life insurance company an immediate or deferred annuity providing the Participant or Beneficiary the same method of payment options as are otherwise available under the Plan at such time, or may at the election of the Participant or Beneficiary, be distributed to such person in a cash lump sum payment.

ARTICLE XXI

TRUST PROPERTY MAY NOT REVERT TO DISTRICT

This Trust is for the exclusive benefit of the Participants and their Beneficiaries and no part of the Trust property shall be used for, or diverted to, any other purpose. Except as provided in Article XX, Section 4, no part of the Trust property shall revert to, or for the benefit of, the District, directly or indirectly.

ARTICLE XXII

MISCELLANEOUS PROVISIONS

Section 1. Annual Accounting Period

The annual accounting period of the Plan shall be from July 1 to the following June 30.

Section 2. Applicable Law

This Plan shall be governed, construed and regulated in all respects by all of the laws of the State of California and, to the extent applicable (such as the tax laws governing qualified plans) the United States.

Section 3. Gender-Based Terms

Where applicable in this Agreement, words used in the masculine gender shall also mean the feminine gender and words used in the singular shall also mean the plural form.

Section 4. Limitation of Participant's Rights; Employment Relationships

Participation in this Plan shall not give to any Employee the right to be retained in the District's employment nor any right nor interest in this Trust other than as herein specifically provided.

Section 5. Use of Headings and Subheadings

The headings and subheadings of this Agreement are inserted for convenience of reference only and are not to be considered in the construction of this Agreement.

Section 6. Applicable Addresses

Any notice provided to be delivered or given may be delivered personally or may be given by United States mail addressed as follows:

To the District: Contra Costa Water District

P.O. Box H20

Concord, CA 94524

To the Union: International Union of Operating Engineers

AFL-CIO Stationary Engineers, Local 39

1620 North Market Blvd.

Sacramento, CA 95834

To the Trustee:
Wells Fargo Bank
600 California St., 12th Floor,
San Francisco, CA, 94108

To the Administrator:
Administrator
Retirement Plan of the Contra Costa Water District
Contra Costa Water District
P.O. Box H20
Concord, CA 94524

ARTICLE XXIII

RECIPROCITY

The purpose of these reciprocal provisions is to extend to the Participants of other public agency retirement systems (hereinafter "reciprocal system") which adopt similar reciprocal provisions into their retirement ordinances or plans pursuant to sections 20351, 20353, 31840.2 and 45310.5 of the Government Code, and who by contract agree to extend the benefits thereof to the Plan (hereinafter "this system"), the following rights in this system, provided such Participant enters into employment under this system or the reciprocal system within six (6) months of terminating the Participant's employment under such reciprocal system or this system.

Section 1. Election to Leave Accumulated Contributions on Deposit

Notwithstanding any provisions of this Plan or a reciprocal system plan in the matter of vesting, a Participant whose movement between systems occurs as herein specified shall have the right to elect to leave Participant's accumulated contributions on deposit irrespective of the amount of such contributions or the length of service credited to him.

Section 2. Applicable Age of Entry

To the extent applicable under the Plan, the age of entry for a person entering this system from a reciprocal system for purposes of fixing Participant contribution rates shall be Participant's age at entry into such reciprocal system.

Section 3. Average Monthly Basic Compensation

The average monthly salary during any period of service as a Participant of a reciprocal system shall be considered compensation received by a Participant of this system for purposes of computing retirement income for such Participant, provided he retires concurrently under both systems and is credited with such period of service under the reciprocal system at the time of retirement.

Section 4. Service

Service, solely for purposes of meeting minimum service qualifications for eligibility to participate, vesting, benefits and retirement allowances under this system, shall also include service rendered as an officer or employee of a reciprocal system if the salary for such service constitutes compensation earnable by a Participant of this system. However, service with a reciprocal system shall not be included in years of Service under this Plan for purposes of computing retirement income.

Section 5. Disability Retirement

A Participant shall be retired for disability and receive a retirement allowance based on the service credited to him at the time of retirement during any period in which he receives a disability retirement allowance under a reciprocal system; provided, that such allowance shall not exceed an amount which when added to the allowance paid under the reciprocal system equals the allowance which would be paid for a non-industrial disability if all the Participant's service had been credited under the reciprocal system; and provided further, that such allowance shall in no event be less than an annuity which is the actuarial equivalent of the Participant's contributions under this Plan, whether or not the disability is for industrial reasons.

Section 6. Benefits on Death

The death benefit (if any) from this Plan for a Participant who dies from non-industrial causes as a Participant of a reciprocal system shall not exceed an amount which when added to the death benefit paid for such Participant under the reciprocal system equals the maximum death benefit payable under that system; provided, however, that such death benefit shall be at least the amount of the Participant's contributions under this Plan and, provided further, that if death is caused by industrial injury or disease in the reciprocal system the death benefit shall be the amount of the Participant's accumulated contributions.

Section 7. Requests for Information and Data

The Administrator shall on the request of a reciprocal system supply information and data necessary for administration of such system as it is affected by membership in and service credited under this system.

Section 8. Interpretation of Provisions

Interpretation of these provisions shall be made with reference to interpretations that have been made relative to the Public Employees' Retirement System and the 1937 Act County Employees' Retirement System reciprocal provisions upon which they are based.

Section 9. Applicability of Provisions

These provisions shall apply only to a Participant whose termination and entry into employment resulting in a change in membership from this system to such reciprocal system or from such reciprocal system to this system occurred after the acceptance by the Board of these provisions or after the Effective Date specified in the reciprocity agreement; provided, however, that provisions relating to computation of final compensation shall apply to any other Participant if such provision would have applied had the termination and entry into employment occurred after such acceptance or determination by a system's governing board.

Section 10. Modification of Rights

Rights under this System shall be modified as necessary to conform to amendments to the Public Employees' Retirement Law or the County Employees Retirement Law of 1937 as provided in section 20042 of the Government Code.

ARTICLE XXIV

REDEPOSIT OF WITHDRAWALS

Section 1. In General

A Participant who has terminated employment with the District and who is later rehired by the District in a classification eligible to participate in the Plan in accordance with Article III may redeposit at any time to the Trust Fund in a lump sum or by equal installment payments over a period not to exceed 36 months [from the date of rehire], (1) an amount equal to the accumulated contributions said Participant has withdrawn at one or more terminations of service, but in reverse chronological order in which they occurred, and (2) an amount equal to the interest which would have been credited to said Participant's account as if the annual interest rate in effect on the date of the election to redeposit had been and continued to be in effect through the completion of the payments.

Section 2. Service Time

Service time for employment related to the redeposit of contributions and interest shall be credited to the Participant only for determination of the retirement benefit with the placement of redeposited contributions in the Trust Fund.

Section 3. Redeposit by Lump-sum

If the Participant elects to pay the required redeposit in a lump-sum payment, such payment may be made either (1) on an after-tax basis, or (2) by direct rollover of an eligible rollover distribution pursuant to Appendix C from an eligible retirement plan described in sections 401(a), 403(b), 408(a) and 457(b) of the Code.

Section 4. Redeposit by Installment

If the Participant elects to make redeposits in installments, such installments shall be made by payroll deduction on an after-tax basis.

ARTICLE XXV

PURCHASE OF SERVICE CREDIT

Section 1. In General

A Participant who is a Permanent Full-Time Employee may purchase up to ten (10) years of Service credit for public service not otherwise subject to credit by any plan, upon payment of additional contributions specified herein. Such a Participant whose benefits have become vested in the Plan, as described in Article V, may elect, by written notice filed with the Administrator, to make contributions pursuant to this Article for the purpose of purchasing previous public service retirement credit for time worked for a public agency but which is not otherwise recognized by the Plan for service credit.

Section 2. Administrator Review

The Administrator shall review the proposed purchase of previous public service retirement credit and determine whether or not the proposed purchase meets the requirements established by the Plan for such purchases. The decision of the Administrator shall be final.

Section 3. Written Corroboration

A request by a Participant to purchase previous public service retirement credit pursuant to this Article shall be accompanied by written corroboration from the custodian of records of the employer for which the service was performed and by (a) a lump-sum payment of the required contributions, as described in Section 5 of this Article, or (b) an executed agreement providing for the direct rollover of an eligible rollover distribution pursuant to Appendix C from an eligible retirement plan described in sections 401(a), 403(b), 408(a) and 457(b) of the Code, or (c) an executed agreement providing for the Participant to make installment payments of the entire required contribution amount prior to the Participant's retirement, in accordance with Section 5 of this Article.

Section 4. Years of Service Credited

Purchase of previous public service retirement credit shall be in increments of whole months and shall be for periods of not less than twelve months, or more than a total of ten (10) years. Public service credit purchased pursuant to this Article may not be counted to meet minimum qualifications for service or disability retirement, or for any other benefits provided by the District (including but not limited to health care) that are based upon years of service credited to the Participant pursuant to the provisions of the Plan. Participants may elect to purchase service credit more frequently than a one-time basis up to the total maximum of ten(10) years of eligible service.

Section 5. Calculating the Required Contribution

A Participant electing to purchase previous public service retirement credit subject to this Article shall contribute an amount equal to the increase in the employer's liability under the Plan, using the Basic Compensation and other factors affecting liability for costs of the service credit, for the amount of previous public service credit that is sought. The methodology for calculating the amount of the contribution shall be determined by an accredited actuary. Said methodology shall be consistent with the factors used by the actuary for performing the Plan's most recent

actuarial valuation, and the interest and mortality assumptions that are used shall be the same as used by the Plan's actuary in his or her most recent actuarial valuation of the Plan.

(a) **Section 415 of the Code**

No purchase of service credit shall occur if the Plan's actuary concludes that it would not comply with the requirements of section 415 of the Code.

(b) **After-Tax Contributions**

To the extent that the purchase of service credit is from after tax dollars and not from a direct rollover as described above, the treatment of those contributions under the Plan shall be determined under one of the allowable provisions of section 415(n) of the Code.

(c) **Installment Payments**

If the Participant elects to pay such amount in other than a lump sum payment, interest on the unpaid balance of the amounts payable under Section 5(c) above shall begin to accrue as of the date of the Administrator's approval of the Participant's request to purchase retirement credit for previous public service. The interest rate for such installment payments shall be fixed as of the date of the Board's approval of the Participant's request, and shall be interest rate used in the most recent actuarial valuation of the Plan.

ARTICLE XXVI

CORRECTION OF ERRORS

Section 1. In General

If an error or omission is discovered in the administration of the Plan, the Administrator shall take such action as may be necessary or appropriate to correct the error, including, but not limited to, those actions discussed in this Article.

Section 2. Plan Liens

If a Participant, Beneficiary, surviving Spouse, Domestic Partner or other payee receives payment or benefits for any period in excess of the amount of retirement income, accumulated contributions, payment of death or survivor benefits or any other benefits to which the Participant was entitled under the terms of the Plan in effect for such period, the Plan possesses a lien on such overpayment. The lien is enforceable regardless of the reason for the mistake in payment or the fault or knowledge of the person in possession of the mistakenly paid amounts. Any person in receipt of Plan benefits paid but not owed has an obligation to immediately notify the Plan Administrator of the overpayment and to return the overpaid amounts in full to the Plan, plus interest. Administrator shall have the right to require such overpayment to be offset against current or future benefit payments (including survivor benefits) until such time as the overpayment is entirely recouped by the Plan.

Section 3. Discretion of Administrator

The Administrator may, on behalf of the Plan, take whatever action is necessary to enforce the Plan's lien on any overpayments. The Administrator has sole discretion to choose the method

for enforcing the Plan's lien. These methods include, without limitation, the Plan's recoupment of the overpayment from future benefit payments and a court action seeking imposition of a constructive trust and disgorgement of the overpaid Plan benefits plus interest or any other claim to recover Plan Assets under any applicable law. The Administrator has discretion not to pursue a de minimis lien on behalf of the Plan if the Administrator determines it would be in the best interest of the Plan.

ARTICLE XXVII

MILITARY SERVICE

Section 1. Contributions, Benefits, and Service Credit

Notwithstanding any provision of this plan to the contrary, effective as of December 12, 1994, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with section 414(u) of the Code.

Section 2. Death During Military Service

If a Participant dies on or after January 1, 2007 while performing qualified military service (as defined in Code section 414(u)), the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan had the Participant resumed and then terminated employment with the District on account of death.

ARTICLE XXVIII

EXECUTION

Executed on _____, 2017, in the County of Contra Costa, State of California.

CONTRA COSTA WATER DISTRICT

By: _____

Its: _____

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 39

By: _____

Its: _____

WELLS FARGO BANK

By: _____

Its: _____

APPENDIX A

I.R.C. § 401(a)(9) MINIMUM REQUIRED DISTRIBUTIONS

Section 1. General Rules

(a) Purpose and Effective Date

The requirements of this Appendix A shall apply to any distribution of a Participant's interest and will take precedence over any inconsistent provisions of this Plan. Unless otherwise specified, the provisions of this Appendix A apply for purposes of determining required minimum distributions on or after January 1, 2003.

(b) Reasonable Good Faith Interpretation of the Code

In accordance with section 823 of the Pension Protection Act of 2006 ("PPA"), all distributions required under this Appendix A shall be determined and made in accordance with a reasonable good faith interpretation of section 401(a)(9) of the Code, as applicable to a governmental plan within the meaning of section 414(d) of the Code, including the incidental benefit requirement in section 401(a)(9)(G) of the Code.

(c) Election Under TEFRA § 242(b)(2)

Notwithstanding the other requirements of this regulation to the contrary, distributions may be made under a designation made before January 1, 1984, in accordance with section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act.

(d) Administrator May Establish Reasonable Procedures

The Administrator may establish reasonable procedures for complying with the minimum distribution requirements under section 401(a)(9) of the Code that it deems necessary or desirable to comply with applicable tax laws or for administrative purposes.

Section 2. Time and Manner of Distribution

(a) Required Beginning Date

The Participant's entire interest will be distributed, or begin to be distributed, no later than the Participant's Required Beginning Date.

(b) Periodic and Other Forms of Payments

A Participant's entire interest in the Plan shall be distributed in the form of an annuity that meets the requirements of subsection (c) of this section or in the form of a single sum or an insurance company annuity contract that meets the requirements of subsection (d) of this section. Payments may be made in a combination of these forms of payment and may include lump sum refunds or withdrawals of Participant contributions or death benefits as provided in the Plan provided that these forms comply with a reasonable good faith interpretation of Code section 401(a)(9).

(c) **General Rules Regarding Annuities**

If the Participant's interest is to be paid in the form of an annuity, the annuity must meet the following requirements:

(1) **Periodic**

Annuities must be paid over equal payment intervals which may not be longer than one year.

(2) **Distribution Period**

Annuities will be paid over the life or lives of the Participant and a beneficiary that does not exceed the maximum length of the period described in Section 3 or Section 4 of this Appendix.

(3) **Increases**

Annuities may not increase over time except in accordance with the rules in Section 5(a) of this Appendix.

(4) **Change in Period Paid**

The period over which an annuity is paid can be changed only in accordance with Q&A-13 of section 1.401(a)(9)-6 of the Treasury regulations.

(5) **Commencement**

Payment of the annuity must start no later than the Required Beginning Date.

(d) **Annuity Contract**

If the Participant's interest is distributed in the form of an annuity contract purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Section 401(a)(9) of the Code.

(e) **Individual Account**

Any part of the Participant's interest which is in the form of an individual account described in section 414(k) of the Code will be distributed in a manner satisfying the requirements of Section 401(a)(9) of the Code that apply to individual accounts.

(f) **Amounts Required to be Distributed by Required Beginning Date and Later Payment Intervals**

The amount that must be distributed on or before the Participant's Required Beginning Date is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. All of the Participant's benefit accruals as of the last day of the first Distribution Calendar Year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Participant's Required Beginning Date. If the Participant dies before distributions begin, the same rules apply with reference to the date distributions are required to begin under Section 4(a) or 4(b).

Section 3. Annuity Distributions Beginning During Participant's Lifetime

The following rules must be met to comply with the requirements of the Code and this Appendix for annuities that begin during the Participant's lifetime.

(a) Single Life Annuity

An annuity that begins no later than the Required Beginning Date and is paid for the Participant's lifetime only, with no benefits paid to any other person, meets the requirements of the Code and this Appendix.

(b) Joint and Survivor Annuity - Death of Participant After Benefits Begin

If Participant dies after annuity payments have commenced to the Participant, then distributions must continue to be made over the remaining period over which distributions commenced in accordance with the schedule of payments made to the Participant. Reasonable delay for administration may occur, but in this case payments that should have been made in accordance with the original payment schedule must be made with the first resumed payment.

(c) Joint and Survivor Annuity With Spouse as Sole Beneficiary

An annuity that begins no later than the Required Beginning Date and is paid for the Participant's lifetime and the lifetime of the Participant's surviving Spouse, with no benefits paid to any other person, meets the requirements of the Code and this Appendix regardless of the difference in age of the Participant and the Participant's Spouse.

(d) Limit on Percentage of Participant's Annuity Paid to Non-Spouse Beneficiary

The survivor annuity percentage of an annuity that begins no later than the Required Beginning Date and is paid for the Participant's lifetime and the lifetime of a beneficiary other than the Participant's surviving Spouse must not at any time exceed the applicable percentage of the annuity payment during the Participant's lifetime, using the table set forth in Treasury regulation section 1.401(a)(9)-6, Q&A-2(c)(2), as determined in the manner described in Q&A-2(c)(1). This Treasury regulation requires that the annuity payable to the Participant's beneficiary after the Participant's death not exceed the percentage of the annuity payable to the Participant during the Participant's life specified in the table if the adjusted age difference between the Participant and the beneficiary is more than ten (10) years.

Section 4. Distributions When Participant Dies Before Benefits Begin

If a Participant dies before distributions begin, distributions after the death of the Participant must meet the following requirements:

(a) Spouse is the Sole Designated Beneficiary

If the Participant's sole Designated Beneficiary is the Participant's surviving Spouse, then, except as provided in Section 5(c) of this Appendix, distributions to the surviving Spouse must begin by December 31 of the calendar year immediately following the calendar year in which the

Participant died or, if later, by December 31 of the calendar year in which the Participant would have reached age 70 1/2.

(b) Spouse is not the Sole Beneficiary

If the Participant's sole Designated Beneficiary is not the Participant's surviving Spouse, then, except as provided in Section 5(c) of this Appendix, distributions to the Designated Beneficiary must begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

(c) No Designated Beneficiary

If there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, then distributions of the Participant's entire interest must be completed by December 31 of the calendar year that contains the fifth anniversary of the Participant's death.

(d) Death of Surviving Spouse Who is the Sole Designated Beneficiary

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 are required to begin, then this Section 4, other than Section 4(a), applies as if the surviving Spouse were the Participant.

(e) Participant is Survived by a Designated Beneficiary

If the Participant is survived by a Designated Beneficiary, the Participant's entire interest in the Plan shall be distributed over the life of the Designated Beneficiary. Domestic Partners will be treated as a Designated Beneficiary for purpose of this Appendix.

(f) When Distributions are Considered to Begin

For purposes of this Section 4, unless Section 4(d) applies, distributions are considered to begin on the Participant's Required Beginning Date. If section 4(d) applies, distributions are considered to begin on the date distributions are required to begin to the surviving Spouse under section 4(a). If distributions under an annuity meeting the requirements of this regulation commence to the Participant before the Participant's Required Beginning Date (or to the Participant's surviving Spouse before the date distributions are required to begin to the surviving Spouse under Section 4(a)), the date distributions are considered to begin is the date distributions actually commence.

Section 5. Special Rules

(a) Annuity Payment Increases

Annuity payments will either not increase over time or increase only as follows:

(1) Annual COLA Increases

Annuity payments may increase by an annual percentage that does not exceed the percentage increase in an eligible cost-of-living index, as defined in Q&A-14(b) of section 1.401(a)(9)-6 of

the Treasury regulations, for a twelve (12) month period ending in the year during which the increase occurs or a prior year.

(2) **Cumulative COLA Increases**

Annuity payments may increase by a percentage increase that occurs at specified times and does not exceed the cumulative total of annual percentage increases in an eligible cost-of-living index, as defined in the preceding paragraph since the Annuity Starting Date, or if later, the date of the most recent percentage increase.

(3) **“Pop-Up’s”**

Annuity Payments may increase to the extent of the reduction in the amount of the Participant’s payments to provide for a survivor benefit, but only if there is no longer a survivor benefit because the beneficiary whose life was being used to determine the distribution period dies or is no longer the Participant’s beneficiary pursuant to a domestic relations order under applicable state law.

(b) **Additional Accruals After First Distribution Calendar Year**

Any additional benefits accruing to the Participant in a calendar year after the first Distribution Calendar Year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such benefit accrues.

(c) **Election of 5-year Rule**

Participants and Beneficiaries may elect on an individual basis whether the 5-year rule or the life expectancy rule in Section 4 applies to distributions after the death of the Participant who has a Designated Beneficiary. The election must be made no later than the earlier of September 30 of the calendar year in which the distribution would be required to begin under Section 4, or by September 30 of the calendar year which contains the fifth anniversary of the Participant’s (or, if applicable, the surviving Spouse’s) death. If neither the Participant nor the Designated Beneficiary makes an election under this subsection, distributions will be made in accordance with Section 4, above.

Section 6. Definitions

For purposes of this Appendix only, the following terms have the following meanings:

(a) **Annuity Starting Date**

“Annuity Starting Date” means the first day of the first period for which a retirement benefit is payable as an annuity or, in the case of a retirement benefit not payable in the form of an annuity, the first day on which all events have occurred which entitle the Participant to payment.

(b) **Designated Beneficiary**

“Designated Beneficiary” means the individual, including a Domestic Partner, who is designated by the Participant (or the Participant’s surviving Spouse) as the beneficiary of the Participant’s interest under the Plan and who is the designated beneficiary under section 401(a)(9) of the

Code and section 1.401(a)(9)-4 of the Treasury regulations. Accordingly, entities other than individuals, such as the Participant's estate or a trust, cannot be a Designated Beneficiary of a Participant's interest in the Plan. However, the individuals who are beneficiaries under a designated trust shall be treated as Designated Beneficiaries for purposes of determining the distribution period under this regulation and Code section 401(a)(9) if all of the applicable requirements of Treasury regulation section 1.401(a)(9)-4, Q&A-5(b) are met. If all of such applicable requirements are not met, then the distribution of the Participant's entire interest must be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(c) Distribution Calendar Year

"Distribution Calendar Year" means 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 preceding 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 pursuant to Section 4 of this Appendix.

(d) Required Beginning Date

"Required Beginning Date" means April 1 of the calendar year following the later of (i) the calendar year in which the Participant attains age 70½, or (ii) the calendar year in which the Participant retires.

(e) Spouse

"Spouse" means a person who is married under California law except to the extent that such person is not treated as married under the federal Defense of Marriage Act, 1 U.S.C. § 7 to the extent required under the Code and Treasury regulations applicable to the District.

APPENDIX B

I.R.C. § 415(b) ANNUAL BENEFIT LIMITS

Section 1. Purpose and Scope

(a) Effective Date

The limitations of this Appendix B apply in Limitation Years beginning on or after July 1, 2007, except as otherwise provided herein.

(b) Plan May Establish Reasonable Procedures

The Plan may establish reasonable procedures for complying with the limits on benefits under section 415(b) of the Code that it deems necessary or advisable to comply with applicable tax laws or for administrative purposes.

Section 2. Annual Benefit Limit

(a) Annual Limit

Unless the alternative limit described in Section 2(l) applies, effective for Limitation Years ending after December 31, 2001, the Annual Benefit payable to a Participant under the Plan at any time shall not exceed \$160,000, automatically adjusted under section 415(d) of the Code, effective January 1 of each year, as provided by the Internal Revenue Service.

(b) Maximum Payment

If the benefit the Participant would otherwise be paid in a Limitation Year would be in excess of the limit in Section 2(a) of this Appendix, the benefit shall be limited to a benefit that does not exceed the limit.

(c) COLA Adjustment

In the case of a Participant who has had a Severance from Employment with the Employer, the Annual Benefit Limit applicable to the Participant in any Limitation Year beginning after the date of severance shall be automatically adjusted under section 415(d) of the Code.

(d) Multiple Annuity Starting Dates

For a Participant who has or will have distributions commencing at more than one Annuity Starting Date, the Annual Benefit shall be determined as of each such Annuity Starting Date (and shall satisfy the limitations of these regulations as of each such date), actuarially adjusting for past and future distributions of benefits commencing at the other Annuity Starting Dates. For this purpose, the determination of whether a new starting date has occurred shall be made in accordance with section 1.415(b)-1(b)(1)(iii)(B) and (C) of the Treasury regulations.

(e) **Actuarial Adjustment for Forms of Benefit**

Except as provided in Section 2(f) of this Appendix, if the Participant's benefit is payable in a form other than a straight life annuity, then solely for purposes of applying the limits of Code section 415 and of this Appendix, the actuarially equivalent straight life annuity shall be determined in accordance with paragraph 1 or 2 below, whichever is applicable.

(1) **Annuities**

If the Participant's benefit is payable in the form of a non-decreasing life annuity or other form of benefit described in Treasury regulation section 1.417(e)-1(d)(6) (e.g., other than a lump sum, installments, a decreasing annuity or a term certain), then the actuarially equivalent straight life annuity is determined using:

- (A) The Applicable Mortality Table; and
- (B) An interest rate that is not less than the greater of:
 - (i) Five percent (5%); or
 - (ii) The Applicable Interest Rate.

(2) **Lump Sums, Installments, Etc.**

If the Participant's benefit is payable in the form of a lump sum, installments, a decreasing annuity, term certain or other form of benefit not described in Treasury regulations section 1.417(e)-1(d)(6), then the straight life annuity that is actuarially equivalent to the Participant's form of benefit shall be determined using:

- (A) The Applicable Mortality Table; and
- (B) If the Participant's Annuity Starting Date is in a Plan Year beginning after 2005, an interest rate that is not less than the greatest of:
 - (i) Five and five tenths of one percent (5.5%);
 - (ii) The interest rate that produces a benefit of not more than 105% of the benefit that would be produced if the Applicable Interest Rate were used; or
 - (iii) The Applicable Interest Rate; or
- (C) If the Participant's Annuity Starting Date is in a Plan Year beginning in 2004 or 2005, an interest rate that is not less than the greater of:
 - (i) Five and five tenths of one percent (5.5%); or
 - (ii) The Applicable Interest Rate.

(f) No Actuarial Adjustment (Or Limitation) Required for Certain Benefits

In determining the Annual Benefit, no actuarial adjustment to the benefit shall be made for the following benefits or benefit forms:

(1) Qualified Joint and Survivor Annuity

Survivor benefits payable to a surviving Spouse under a joint and survivor annuity that would qualify as a qualified joint and survivor annuity defined in section 417(b) of the Code. If benefits are paid partly in the form of a qualified joint and survivor annuity and partly in some other form (such as a single sum distribution), the rule of this paragraph applies only to the survivor annuity payments under the portion of the benefit that is paid in the form of a qualified joint and survivor annuity.

(2) Benefits That are Not “Retirement Benefits”

Benefits that are not directly related to retirement benefits (such as pre-retirement qualified disability benefits, preretirement incidental death benefits, and postretirement medical benefits). Additionally, these benefits shall not be subject to the Annual Benefit Limit.

(3) Certain Automatic Benefit Increases

Benefits that meet the following requirements:

(A) The Plan provides for automatic periodic increases such as a form of benefit that automatically increases the benefit paid according to a specified percentage or objective index; and

(B) The form of benefit complies with Code section 415(b) without regard to the automatic benefit increase.

In no event shall the amount payable to the Participant under the form of benefit in any Limitation Year be greater than the Annual Benefit Limit applicable at the Annuity Starting Date increased by the amounts provided in Code section 415(d). Also if the form of benefit without regard to the automatic benefit increase is not a straight life annuity, then the Annual Benefit at the Annuity Starting Date is determined by converting the form of benefit to an actuarially equivalent straight life annuity, as provided in Section 2(e) of this Appendix.

(g) Participant Contributions and Rollovers

The determination of the Annual Benefit shall disregard benefits attributable to Participant contributions or rollover contributions. Benefits attributable to Participant contributions do not include any benefits that are made on a pre-tax basis such as pickups under Code section 414(h)(2) or such as Participant contributions that are actually paid by the Participant's employer. The amount of any benefits attributable to Participant contributions and to rollover contributions shall be determined in accordance with Code section 415.

(h) Reduction for Less Than 10 Years of Participation

If the Participant has less than ten (10) Years of Participation in the Plan, the Annual Benefit Limit shall be multiplied by a fraction --

- (1) the numerator of which is the number of years (or part thereof, but not less than one year) of participation in the Plan, and
- (2) the denominator of which is ten (10).

The Participant is credited with a Year of Participation (computed to fractional parts of a year) for each accrual computation period for which the following conditions are met:

- (1) The Participant is credited with at least the number of hours of service or period of service for benefit accrual purposes, required under the terms of the Plan in order to accrue a benefit for the accrual computation period; and
- (2) The Participant is included as a Participant under the eligibility provisions of the Plan for at least one day of the accrual computation period. If these two conditions are met, the portion of a Year of Participation credited to the Participant shall equal the portion of a year of benefit accrual service credited to the Participant for such accrual computation period.

(i) Disability and Death benefits

A Participant who is permanently and totally disabled within the meaning of section 415(c)(3)(C)(i) of the Code for an accrual computation period shall receive a Year of Participation with respect to that period. In no event shall more than one Year of Participation be credited for any twelve (12) month period.

The reduction described in this subsection shall not apply to disability benefits or death benefits as provided in the Code.

(j) Reduction for Benefits Commencing Before Age 62

Effective for benefits commencing in Limitation Years ending after December 31, 2001, if the Participant's benefits commence before the Participant attains age 62, the Annual Benefit Limit is equal to:

- (1) If the Participant's Annuity Starting Date is before July 1, 2007, the Annual Benefit Limit reduced in accordance with Code section 415(b) to its actuarial equivalent using:
 - (A) The Applicable Mortality Table; and
 - (B) An interest rate that is not less than the greater of:
 - (i) five percent (5%) interest rate; or
 - (ii) The Applicable Interest Rate.

(2) If the Participant's Annuity Starting Date is on or after July 1, 2007, the lesser of:

(A) The limitation determined under paragraph (1) of this subsection; or

(B) Annual Benefit Limit multiplied by the ratio of the immediately commencing straight life annuity under the Plan at the Participant's Annuity Starting Date to the annual amount of the straight life annuity under the Plan commencing at age 62, both determined without applying the limitations of this Appendix.

(3) No adjustment will be made to the annual benefit limit to reflect the probability of death between the Annuity Starting Date and age 62 unless the Participant's benefit is forfeited at death before the Annuity Starting Date.

(4) The adjustment described in this subsection shall not apply to disability benefits or death benefits.

(k) Increase for Commencement After Age 65

If the Participant's benefits commence after the Participant attains age 65, the Annual Benefit Limit is equal to the lesser of:

(1) The Annual Benefit Limit increased in accordance with Code section 415(b) to its actuarial equivalent using:

(A) The Applicable Mortality Table; and

(B) A five percent (5%) interest rate; or

(2) The Annual Benefit Limit multiplied by the ratio of the annual amount of the adjusted immediately commencing straight life annuity under the Plan at the Participant's Annuity Starting Date to the annual amount of the adjusted immediately commencing straight life annuity under the Plan at age 65, both determined without applying the limitations of this Appendix. For this purpose, the adjusted immediately commencing straight life annuity under the Plan at the Participant's Annuity Starting Date is the annual amount of such annuity payable to the Participant, computed disregarding the Participant's accruals after age 65 but including actuarial adjustments even if those actuarial adjustments are used to offset accruals; and the adjusted immediately commencing straight life annuity under the Plan at age 65 is the annual amount of such annuity that would be payable under the Plan to a hypothetical Participant who is age 65 and has the same accrued benefit as the Participant.

(3) No adjustment will be made to the Annual Benefit Limit to reflect the probability of death between age 65 and the Annuity Starting Date unless the Participant's benefit is forfeited at death before the Annuity Starting Date.

(l) Minimum Benefit Permitted

The benefit otherwise accrued or payable to a Participant under the Plan is treated as not exceeding the Annual Benefit Limit if:

(1) **Minimum Benefit Limit Allowed**

The sum of the retirement benefits payable under any form of benefit with respect to the Participant for the Limitation Year or for any prior Limitation Year under the Plan does not exceed ten thousand dollars (\$10,000) multiplied by a fraction –

(A) the numerator of which is the Participant's number of years (or part thereof, but not less than one year) of service (not to exceed ten (10)) with the District; and

(B) the denominator of which is ten (10); and

(2) **Condition**

The Participant has never participated in any in any qualified defined contribution plan ever maintained by the District.

Section 3. Purchase of Permissive Service Credit

(a) **General Rule**

If a Participant makes one or more contributions to the Plan to purchase Permissive Service Credit under the Plan, then the requirements of this Appendix B will be treated as met only if:

(1) The requirements of this Appendix B are met, determined by treating the accrued benefit derived from all such contributions as an Annual Benefit for purposes of this Appendix B; or

(2) The requirements of the Plan's appendix governing limits on annual additions applicable to defined contribution plans are met by treating all such contributions as annual additions.

(b) **Permissive Service Credit**

For purposes of this Section, "Permissive Service Credit" means credit:

(1) recognized by the Plan for purposes of calculating a Participant's benefit under the Plan;

(2) which such Participant has not received under the Plan; and

(3) which the Participant may receive only by making a voluntary additional contribution in an amount determined under the Plan, which does not exceed the amount necessary to fund the benefit attributable to the service credit purchased.

Permissive Service Credit also includes service credit for periods for which there is no performance of service and, notwithstanding paragraph (2) of this subsection, may include service credited in order to provide an increased benefit for service credit which a Participant is receiving under the Plan

(c) Limitation on Nonqualified Service Credit

The Plan will fail to satisfy the requirements of this Appendix B if:

(1) More than five (5) years of Nonqualified Service Credit is taken into account for purposes of this Section; or

(2) Any Nonqualified Service Credit is taken into account under this Section before the Participant has at least five (5) Years of Participation under the Plan.

(d) Nonqualified Service Credit

For purposes of subsection (c) of this Section, the term “Nonqualified Service Credit” means permissive service credit other than that allowed with respect to:

(1) Service (including parental, medical, sabbatical, and similar leave) as an employee of the government of the United States, a State or political subdivision thereof, or any agency or instrumentality of any of the foregoing (other than military service or service for credit which was obtained as a result of repayment described in Section 4 of this Appendix);

(2) Service (including parental, medical, sabbatical, and similar leave) as an employee (other than as an employee described in paragraph (1) of this subsection) of an educational organization described in Code section 170(b)(1)(A)(ii) which is a public, private, or sectarian school which provides elementary or secondary education (through grade 12), or a comparable level of education, as determined under the applicable law of the jurisdiction in which the service was performed;

(3) Service as an employee of an association of employees who are described in paragraph (1) of this subsection; or

(4) Military service (other than qualified military service under Code section 414(u)) recognized by the Plan.

In the case of service described in paragraphs (1), (2) or (3) of this subsection, such service will be nonqualified service if recognition of such service would cause a Participant to receive a retirement benefit for the same period of service under more than one plan.

(e) Trustee-to-Trustee Transfers

In the case of a trustee-to-trustee transfer to the Plan to which Code section 403(b)(13)(A) or 457(e)(17)(A) applies, (without regard to whether the transfer is made from a plan that is maintained by the same Employer):

(1) The limitations of subsection (c) of this section shall not apply in determining whether the transfer is for the purchase of Permissive Service Credit; and

(2) The distribution rules applicable under the Code to the Plan shall apply to such amounts and any benefits attributable to such amounts.

Section 4. Repayment of Cashouts

In the case of any repayment of contributions (including interest) to the Plan with respect to an amount previously refunded upon a forfeiture of service credit under the Plan or under another governmental plan maintained by a state or local government employer within the State of California, any such repayment shall not be taken into account for purposes of this Appendix.

Section 5. Definitions

For purposes of this Appendix, the following terms have the following meanings:

(a) **Annual Benefit**

“Annual Benefit” means a benefit that is payable annually in the form of a straight life annuity. Except as provided in Section 2(f) of this Appendix, where a benefit is payable in a form other than a Straight Life Annuity, the benefit shall be adjusted (solely for purposes of applying the limits of Code section 415 and of this regulation) pursuant to Section 2(e) to an actuarially equivalent straight life annuity that begins at the same time as such other form of benefit and is payable on the first day of each month.

(b) **Annual Benefit Limit**

“Annual Benefit Limit” means the limit described in Section 2(a) of this Appendix.

(c) **Annuity Starting Date**

“Annuity Starting Date” means the first day of the first period for which a retirement benefit is payable as an annuity or, in the case of a retirement benefit not payable in the form of an annuity, the first day on which all events have occurred which entitle the Participant to payment under the Plan.

(d) **Applicable Interest Rate**

“Applicable Interest Rate” means for distributions with Annuity Starting Dates before July 1, 2008, a rate of interest equal to the annual rate of interest on 30-year Treasury securities for the third month preceding the stability period, which shall be the Plan Year containing the Annuity Starting Date and for which the Applicable Interest Rate shall remain constant. Effective for distributions with Annuity Starting Dates on or after July 1, 2008, “Applicable Interest Rate” means the “applicable interest rate” defined in section 417(e)(3)(C) of the Code and shall be such rate of interest determined as of the third month preceding the stability period, which shall be the Plan Year containing the Annuity Starting Date for the distribution and for which the Applicable Interest Rate shall remain constant.

(e) **Applicable Mortality Table**

“Applicable Mortality Table” means, notwithstanding any provision of the Plan to the contrary, the mortality table used for purposes of adjusting any benefit or limitation under Section 415(b) of the Code is the relevant table prescribed by the Internal Revenue Service applicable at such time. Effective for distributions with Annuity Starting Dates on or after December 31, 2001, and before January 1, 2008, the “Applicable Mortality Table” is the table prescribed in Revenue Ruling 2001-62. Effective with respect to distributions with Annuity Starting Dates on or after

January 1, 2008, the Applicable Mortality Table” is the table prescribed by the Internal Revenue Service pursuant to Section 417(e)(3)(B) of the Code as set forth in Revenue Ruling 2007-67 or subsequent guidance from the Internal Revenue Service.

(f) **Limitation Year**

“Limitation Year” means the Plan Year.

(g) **Severance From Employment**

“Severance from Employment” means an Employee’s cessation of employment with the District. An Employee does not have a Severance from Employment if, in connection with a change in employment the Employee’s new employer maintains the Plan with respect to the Employee.

(h) **Year of Participation**

“Year of Participation“ means Year of Participation as defined in Section 2(j) of this Appendix.

APPENDIX C

I.R.C. § 402(c) ROLLOVERS

Section 1. Purpose and Scope

The requirements of this Appendix C apply to rollovers into and out of the Plan in accordance with sections 401(a)(31) and 402(c) of the Code. Unless otherwise specified herein, the provisions of this Appendix C are effective for distributions made after December 31, 2002.

The Plan may establish reasonable procedures for paying rollover distributions or accepting rollover contributions under section 402(c) of the Code that it deems necessary or desirable to comply with applicable tax laws or for administrative purposes.

Section 2. Definitions

For purposes of this Appendix, the following terms have the following meanings:

(a) **Direct Rollover**

“Direct Rollover” means that portion of an Eligible Rollover Distribution that the Plan Administrator pays directly to an Eligible Retirement Plan. A Direct Rollover may also be referred to as a trustee-to-trustee transfer to an Eligible Retirement Plan, at the direction of an Eligible Individual.

(b) **Distributee**

“Distributee” means:

(1) A Participant who has terminated employment from the District and who is eligible to withdraw his or her accumulated Participant contributions under the Plan;

(2) A deceased Participant's surviving Spouse;

(3) A Participant's or former Participant's Spouse or former Spouse who is the Alternate Payee under a domestic relations order, as defined in Code section 414(p), with regard to the interest of the Spouse or former Spouse; and

(4) Effective for Plan Years beginning on or after July 1, 2010, a deceased Participant's non-Spouse beneficiary who is a “designated beneficiary” under Code section 401(a)(9)(E), subject to the non-Spouse beneficiary provisions in Section 5 of this Appendix.

(c) **Eligible Retirement Plan**

“Eligible Retirement Plan” means:

(1) An individual retirement account described in Code section 408(a);

- (2) An individual retirement annuity described in Code section 408(b);
- (3) An annuity plan described in Code section 403(a);
- (4) A qualified trust described in Code section 401(a);
- (5) Effective for distributions after December 31, 2001, an annuity contract described in Code section 403(b);
- (6) Effective for distributions after December 31, 2001, a governmental eligible deferred compensation plan described in Code Section 457(b) that agrees to separately account for amounts transferred into such plan from the Plan; or
- (7) Effective for distributions after December 31, 2007, a Roth IRA described in Code Section 408A; or

In the case of an Eligible Rollover Distribution to a surviving Spouse or a surviving former Spouse, an Eligible Retirement Plan means only an individual retirement account or individual retirement annuity. Effective for distributions after December 31, 2001, the definition of Eligible Retirement Plan shall apply without regard to the preceding sentence in the case of a distribution to a surviving Spouse, or to a Spouse or former Spouse who is the Alternate Payee under a qualified domestic relations order.

(d) Eligible Rollover Distribution

“Eligible Rollover Distribution” means any distribution to a Distributee of all or any portion of the amount credited to the Distributee under the Plan. These amounts may include (1) refunds of Participant contributions plus accumulated interest, or (2) one-time lump sum death benefit payments. An Eligible Rollover Distribution does not include the following kinds of payments:

- (1) Payments that are part of a series of substantially equal periodic payments (i) made not less frequently than annually over the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and his or her Designated Beneficiary, or (ii) made for a period of ten (10) years or more;
- (2) Payments that are “required minimum distributions” under Code section 401(a)(9); and
- (3) The portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities); provided, however, that a portion of a distribution does not fail to be an “Eligible Rollover Distribution” merely because the portion consists of after-tax Participant contributions that are not includible in gross income, but only if such portion is transferred to:
 - (A) An individual retirement account or annuity described in section 408(a) or (b) of the Code;
 - (B) For taxable years beginning after December 31, 2001 and before January 1, 2007; to a qualified trust which is part of a defined contribution plan that 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

(C) For taxable years beginning after December 31, 2006, to a qualified trust or to an annuity contract described in Code section 403(b), if such trust or contract provides for separate accounting for amounts so transferred (including interest thereon), 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.

(e) **Indirect Rollover**

“Indirect Rollover” means that portion of an Eligible Rollover Distribution that the Plan Administrator pays directly to a Distributee.

(f) **Spouse**

“Spouse” means a person who is married under California law except to the extent that such person is not treated as married under the federal Defense of Marriage Act, 1 U.S.C. § 7 to the extent required under the Code and Treasury regulations applicable to the Plan.

Section 3. Rollovers - In General

(a) **Payment to Eligible Retirement Plan**

At the written direction of a Distributee made at the time and in the manner specified by the Administrator, an Eligible Rollover Distribution may be paid in a Direct Rollover to an Eligible Retirement Plan that agrees to accept such Eligible Rollover Distribution.

(b) **Withholding and Direct Rollovers**

The Administrator will not withhold any federal or state income taxes from a Direct Rollover. The only exception is that the Administrator will withhold federal or state income taxes from a Direct Rollover to a Roth IRA if the Eligible Individual requests that withholding on a form and in the manner prescribed by the Administrator.

(c) **Administrative Requirements, In General**

A Distributee who requests a Direct Rollover must complete a distribution form in the manner and form that the Administrator prescribes. The Administrator may require the Distributee to provide any reasonable information or documentation for purposes of administering the Direct Rollover in accordance with the Code.

(d) **Rollover Check**

The Distributee must provide the Administrator with the name of the Eligible Retirement Plan to which the rollover check will be made payable for his or her benefit. If the Distributee so chooses, the Administrator will provide this rollover check directly to the Distributee who will be responsible for delivering the check to the recipient IRA or employer plan.

(e) **Eligible Individual's Responsibility Re Recipient Plan**

The Distributee is responsible for ensuring that any Eligible Retirement Plan that he or she has designated to receive the Distributee's distribution from the Plan in a Direct Rollover is an Eligible Retirement Plan that will accept and receive the rollover on his or her behalf in accordance with the applicable tax rules.

(f) **Time of Payment**

The Administrator will pay a Direct Rollover on behalf of a Distributee as soon as is reasonably and administratively practicable in accordance with its withdrawal or death benefit payment processes.

(g) **Single Eligible Retirement Plan**

A Distributee must select a single Eligible Retirement Plan to which an Eligible Rollover Distribution will be distributed in a Direct Rollover. A Distributee is not permitted to divide an Eligible Rollover Distribution into two or more separate distributions to be paid to two or more Eligible Retirement Plans in Direct Rollovers.

Section 4.

(a) **Choice of Indirect Rollover**

A Distributee, other than a non-Spouse beneficiary, may also choose to receive a rollover payment as an Indirect Rollover.

(b) **Indirect Rollover Withholding**

An Indirect Rollover is subject to twenty percent (20%) federal income tax withholding and any applicable state withholding. The Administrator will withhold and deduct these taxes on behalf of the Distributee as prescribed by federal and applicable state law.

(c) **Eligible Individual's Responsibility Re Recipient Plan**

It is the responsibility of the Distributee to roll over all or some portion of his or her Indirect Rollover payment to an IRA or eligible employer plan within 60 days if he or she wants the payment to qualify as a rollover for tax purposes. If a Distributee wants to roll over one hundred percent (100%) of the payment, the Distributee must replace the twenty percent (20%) that was withheld for federal income taxes (and any applicable state withholding) with other money.

Section 5. Direct Rollover of a Non-Spouse Distribution

(a) **Non-Spouse Beneficiaries Who May Rollover and Rollover to Inherited IRA Only**

Effective July 1, 2010, A non-Spouse beneficiary who is a "designated beneficiary" under Code Section 401(a)(9)(E) may roll over all or any portion of the non-Spouse beneficiary's Eligible Rollover Distribution to an IRA that is established by the non-Spouse beneficiary for purposes of receiving the distribution and that is treated as an "inherited IRA" under the Code. The IRA

must be established in a manner that identifies it as an IRA with respect to a deceased individual and it must identify the deceased individual and the beneficiary.

(b) Trust as Beneficiary

If the non-Spouse beneficiary is a trust, the Administrator may make a Direct Rollover to an IRA on behalf of the trust, provided the beneficiaries of the trust satisfy the requirements to be designated beneficiaries within the meaning of Code section 401(a)(9)(E). The IRA on behalf of the trust must be established in a manner that identifies it as an IRA with respect to a deceased individual and it must identify the deceased individual and the trust beneficiary.

(c) Trustee-To-Trustee Transfer Required

A rollover on behalf of a non-Spouse beneficiary must be a direct or trustee-to-trustee transfer and may not be paid in the form of an Indirect Rollover.

Section 6. Notice Requirements

(a) 402(f) Notice From Plan

The Plan Administrator will provide the tax notice required under Code section 402(f) to each Distributee who requests a withdrawal from the Plan no less than 30 days and no more than 90 days (effective for Plan Years beginning on or after July 1, 2007, no more than 180 days) before the date of a distribution.

(b) Time Periods

The Plan Administrator will not process any withdrawals from the Plan until 30 days after the date such notice is received by the Eligible Individual requesting the withdrawal. If, however, the Eligible Individual waives this 30-day period on a form and in the manner prescribed by the Administrator, the Administrator may process the withdrawal before the 30-day period expires.

Section 7. Purchase of Service Credit and Redeposit of Previously Withdrawn Funds

(a) In General

The Plan permits active Participants and Participants who have elected a deferred retirement to elect at the time and in the manner specified by the Administrator to make a contribution to the Plan consisting of a direct rollover of an eligible rollover distribution from eligible retirement plan described in sections 401(a), 403(b), 408(a) and 457(b) of the Code to either (1) purchase service credit if the Participant elects to pay the required contribution for the purchase of service credit in a lump-sum payment, or (2) redeposit previously withdrawn Participant contributions plus accumulated interest upon rehire, subject to the limitations and conditions described in this Section 7.

(b) Separate Accounting

The Plan will separately account for all rollover contributions.

(c) Certification to Plan by Participant

Only eligible rollover distributions as defined by Code section 402(c)(4) that consist only of pre-tax contributions and earnings thereon may be contributed to the Plan. In addition to any requirements under subsections (d), (e), and (f) below, each Participant making a rollover contribution to the Plan must certify in writing that the rollover contribution is an eligible rollover distribution under the Code. The Plan will not accept rollovers of any after-tax contributions or any indirect rollovers.

(d) Required Information from Participant

The Participant must provide one of the following to the Administrator to demonstrate that the source of the rollover contribution is an eligible retirement plan: (1) if the plan is a qualified plan, a copy of the plan's most recent favorable determination letter from the Internal Revenue Service stating that the plan is tax-qualified and a written certification from the plan's administrator that the plan continues to be tax-qualified, or (2) a written and signed certification from the plan's administrator or transferring IRA custodian that the source of the eligible rollover distribution is an eligible retirement plan described in sections 401(a), 403(b), 408(a) and 457(b) of the Code.

(e) Additional Information Required

The Participant must provide the following additional information to the Administrator demonstrating that no portion of the rollover contribution contains after-tax contributions or earnings:

(1) A statement signed under penalty of perjury by the Participant certifying that the rollover contribution contains no after-tax contributions or earnings; or

(2) A signed certification from the transferring plan's administrator or the Participant's accountant or tax advisor that the rollover contribution contains no after-tax contributions or earnings;

If an Eligible Participant does not provide such information, the Plan will not accept the rollover. The Administrator has final discretionary authority to determine whether any required information or documentation is satisfactory and whether the Plan will accept a Participant's rollover contribution.

(f) Distribution of Ineligible Rollovers

If the Plan accepts a rollover contribution that it later determines was not eligible to be rolled over to the Plan, the Administrator will distribute, as soon as administratively possible, the amount of the rollover contribution back to the Participant, plus accumulated interest.

APPENDIX D

CONTRIBUTIONS FOR UNREPRESENTED EMPLOYEES

Six percent (6%) of Basic Compensation of each Unrepresented Employee shall be contributed to the Plan in accordance with the following criteria.

1. For each Unrepresented Employee other than the General Manager:

YEARS OF SERVICE	PARTICIPANT CONTRIBUTION	DISTRICT CONTRIBUTION
Less than 7 years	3%	3%
7-9 years	2%	4%
10 or more years	1%	5%

2. For the General Manager:

YEARS OF SERVICE	PARTICIPANT CONTRIBUTION	DISTRICT CONTRIBUTION
Less than 7 years	2%	4%
7-9 years	1%	5%
10 or more years	0%	6%

APPENDIX E

ADJUSTMENT OF RETIREMENT INCOME

The retirement income paid after December 31, 1989 to each Participant who retired prior to January 1, 1990 shall be 1.04 times the amount that would otherwise be paid to the Participant pursuant to the foregoing provisions of the Plan.

The retirement income paid after December 31, 1990 to each Participant who retired prior to January 1, 1991 shall be 1.03 times the amount that would otherwise be paid to the Participant pursuant to the foregoing provisions of the Plan.

The retirement income paid after December 31, 1991 to each Participant who retired prior to January 1, 1992 shall be 1.03 times the amount that would otherwise be paid to the Participant pursuant to the foregoing provisions of the Plan.

The retirement income paid after December 31, 1992 to each Participant who retired prior to January 1, 1993 shall be 1.025 times the amount that would otherwise be paid to the Participant pursuant to the foregoing provisions of the Plan.

The retirement income paid after December 31, 1993 to each Participant who retired prior to January 1, 1994 shall be 1.019 times the amount that would otherwise be paid to the Participant pursuant to the foregoing provisions of the Plan.

The retirement income paid after December 31, 1994 to each Participant who retired prior to January 1, 1995 shall be 1.02 times the amount that would otherwise be paid to the Participant pursuant to the foregoing provisions of the Plan.

The retirement income paid after December 31, 1995 to each Participant who retired prior to January 1, 1996 shall be 1.022 times the amount that would otherwise be paid to the Participant pursuant to the foregoing provisions of the Plan.

The retirement income paid after December 31, 1996 to each Participant who retired prior to January 1, 1997 shall be 1.025 times the amount that would otherwise be paid to the Participant pursuant to the foregoing provisions of the Plan.

The retirement income paid after December 31, 1997 to each Participant who retired prior to January 1, 1998 shall be 1.034 times the amount that would otherwise be paid to the Participant pursuant to the foregoing provisions of the Plan.

The retirement income paid after December 31, 1998 to each Participant who retired prior to January 1, 1999 shall be 1.024 times the amount that would otherwise be paid to the Participant pursuant to the foregoing provisions of the Plan.

The retirement income paid after December 31, 1999 to each Participant who retired prior to January 1, 2000 shall be 1.04 times the amount that would otherwise be paid to the Participant pursuant to the foregoing provisions of the Plan.

The retirement income paid after December 31, 2000 to each Participant who retired prior to January 1, 2001 shall be 1.04 times the amount that would otherwise be paid to the Participant pursuant to the foregoing provisions of the Plan.

The retirement income paid after December 31, 2001 to each Participant who retired prior to January 1, 2002 shall be 1.04 times the amount that would otherwise be paid to the Participant pursuant to the foregoing provisions of the Plan.

The retirement income paid after December 31, 2002 to each Participant who retired prior to January 1, 2003 shall be 1.013 times the amount that would otherwise be paid to the Participant pursuant to the foregoing provisions of the Plan.

The retirement income paid after December 31, 2003 to each Participant who retired prior to January 1, 2004 shall be 1.01 times the amount that would otherwise be paid to the Participant pursuant to the foregoing provisions of the Plan.

The retirement income paid after December 31, 2004 to each Participant who retired prior to January 1, 2005 shall be 1.023 times the amount that would otherwise be paid to the Participant pursuant to the foregoing provisions of the Plan.

The retirement income paid after December 31, 2005 to each Participant who retired prior to January 1, 2006 shall be 1.025 times the amount that would otherwise be paid to the Participant pursuant to the foregoing provisions of the Plan.

The retirement income paid after December 31, 2006 to each Participant who retired prior to January 1, 2007 shall be 1.018 times the amount that would otherwise be paid to the Participant pursuant to the foregoing provisions of the Plan.

The retirement income paid after December 31, 2007 to each Participant who retired prior to January 1, 2008 shall be 1.03 times the amount that would otherwise be paid to the Participant pursuant to the foregoing provisions of the Plan.

The retirement income paid after December 31, 2008 to each Participant who retired prior to January 1, 2009 shall be 1.02 times the amount that would otherwise be paid to the Participant pursuant to the foregoing provisions of the Plan.

The retirement income paid after December 31, 2011 to each Participant who retired prior to January 1, 2012 shall be 1.018 times the amount that would otherwise be paid to the Participant pursuant to the foregoing provisions of the Plan.

The retirement income paid after December 31, 2012 to each Participant who retired prior to January 1, 2013 shall be 1.018 times the amount that would otherwise be paid to the Participant pursuant to the foregoing provisions of the Plan.

The retirement income paid after December 31, 2013 to each Participant who retired prior to January 1, 2014 shall be 1.012 times the amount that would otherwise be paid to the Participant pursuant to the foregoing provisions of the Plan.

The retirement income paid after December 31, 2014 to each Participant who retired prior to January 1, 2015 shall be 1.022 times the amount that would otherwise be paid to the Participant pursuant to the foregoing provisions of the Plan.

The retirement income paid after December 31, 2015 to each Participant who retired prior to January 1, 2016 shall be 1.018 times the amount that would otherwise be paid to the Participant pursuant to the foregoing provisions of the Plan.

The retirement income paid after December 31, 2016 to each Participant who retired prior to January 1, 2017 shall be 1.022 times the amount that would otherwise be paid to the Participant pursuant to the foregoing provisions of the Plan.

APPENDIX F

I.R.C. § 401(a)(17) ANNUAL COMPENSATION LIMIT

Section 1. Purpose and Scope

The rules of this Appendix F shall apply notwithstanding any contrary provision of the Plan.

Section 2. Plan Years Commencing On Or After July 1, 1996

For the Plan Years commencing on or after July 1, 1996, the maximum amount of annual compensation of each Participant that may be taken into account under the Plan is \$150,000, as adjusted for cost-of-living increases in accordance with section 401(a)(17)(B) of the Code.

Section 3. Plan Years Commencing On Or After July 1, 2002

For the Plan Years commencing on or after July 1, 2002, the maximum amount of annual Compensation of each Participant that may be taken into account under the Plan is \$200,000, as adjusted for cost-of-living increases in accordance with section 401(a)(17)(B) of the Code.

Section 4. Annual Compensation

Annual compensation means compensation during the Plan Year or such other 12 consecutive month period over which compensation is otherwise determined under the Plan (“determination period”).

Section 5. Compensation Limit for Prior Determination Periods

For purposes of determining benefit accruals in a Plan Year beginning on or after July 1, 2002, the annual compensation limit for determination periods beginning before July 1, 2002, shall be \$200,000, if the Participant has at least one hour of service after June 30, 2002.

Section 6. COLA Adjustments

The cost-of-living adjustment in effect for a calendar year applies to any determination period beginning with or within such calendar year.

Section 7. Determination Periods Shorter Than 12 Months

If a determination period consists of fewer than 12 months, the annual compensation limit is equal to the otherwise applicable annual compensation limit multiplied by a fraction, the numerator of which is the number of months in the determination period, and the denominator of which is 12.

**SCHEDULE G
RETIREMENT BENEFIT TABLES FOR
CLERICAL AND MAINTENANCE EMPLOYEES**

SCHEDULE 1

2.35% AT AGE 55 BENEFIT FACTOR

**Effective for Clerical and Maintenance Employees who separated from Service
with the District on or after, January 1, 2009**

RETIREMENT BENEFIT TABLE FOR CLERICAL/MAINTENANCE EMPLOYEES											
AGE AT PAYMENT COMMENCEMENT											
Years of Service	50	51	52	53	54	55	56	57	58	59	60 or over
10	16.76%	17.88%	19.13%	20.47%	21.93%	23.50%	24.11%	24.72%	25.33%	25.97%	26.58%
11	18.43%	19.67%	21.04%	22.52%	24.12%	25.85%	26.52%	27.19%	27.87%	28.56%	29.24%
12	20.11%	21.46%	22.95%	24.56%	26.31%	28.20%	28.93%	29.67%	30.40%	31.16%	31.89%
13	21.78%	23.25%	24.87%	26.61%	28.50%	30.55%	31.34%	32.14%	32.93%	33.76%	34.55%
14	23.46%	25.04%	26.78%	28.66%	30.70%	32.90%	33.76%	34.61%	35.47%	36.35%	37.21%
15	25.13%	26.83%	28.69%	30.70%	32.89%	35.25%	36.17%	37.08%	38.00%	38.95%	39.87%
16	26.81%	28.61%	30.61%	32.75%	35.08%	37.60%	38.58%	39.56%	40.53%	41.55%	42.53%
17	28.48%	30.40%	32.52%	34.80%	37.27%	39.95%	40.99%	42.03%	43.07%	44.14%	45.18%
18	30.16%	32.19%	34.43%	36.84%	39.47%	42.30%	43.40%	44.50%	45.60%	46.74%	47.84%
19	31.84%	33.98%	36.35%	38.89%	41.66%	44.65%	45.81%	46.97%	48.13%	49.34%	50.50%
20	33.51%	35.77%	38.26%	40.94%	43.85%	47.00%	48.22%	49.44%	50.67%	51.94%	53.16%
21	35.19%	37.56%	40.17%	42.98%	46.04%	49.35%	50.63%	51.92%	53.20%	54.53%	55.81%
22	36.86%	39.34%	42.08%	45.03%	48.24%	51.70%	53.04%	54.39%	55.73%	57.13%	58.47%
23	38.54%	41.13%	44.00%	47.08%	50.43%	54.05%	55.46%	56.86%	58.27%	59.73%	61.13%
24	40.21%	42.92%	45.91%	49.12%	52.62%	56.40%	57.87%	59.33%	60.80%	62.32%	63.79%
25	41.89%	44.71%	47.82%	51.17%	54.81%	58.75%	60.28%	61.81%	63.33%	64.92%	66.45%
26	43.56%	46.50%	49.74%	53.22%	57.01%	61.10%	62.69%	64.28%	65.87%	67.52%	69.10%
27	45.24%	48.29%	51.65%	55.26%	59.20%	63.45%	65.10%	66.75%	68.40%	70.11%	71.76%
28	46.92%	50.07%	53.56%	57.31%	61.39%	65.80%	67.51%	69.22%	70.93%	72.71%	74.42%
29	48.59%	51.86%	55.47%	59.36%	63.58%	68.15%	69.92%	71.69%	73.47%	75.31%	77.08%
30	50.27%	53.65%	57.39%	61.41%	65.78%	70.50%	72.33%	74.17%	76.00%	77.90%	79.74%
31	51.94%	55.44%	59.30%	63.45%	67.97%	72.85%	74.74%	76.64%	78.53%	80.50%	82.39%
32	53.62%	57.23%	61.21%	65.50%	70.16%	75.20%	77.16%	79.11%	81.07%	83.10%	85.05%
33	55.29%	59.02%	63.13%	67.55%	72.35%	77.55%	79.57%	81.58%	83.60%	85.69%	87.71%
34	-	60.80%	65.04%	69.59%	74.55%	79.90%	81.98%	84.05%	86.13%	88.29%	90.37%
35	-	-	66.95%	71.64%	76.74%	82.25%	84.39%	86.53%	88.67%	90.89%	93.02%
36	-	-	-	73.69%	78.93%	84.60%	86.80%	89.00%	91.20%	93.48%	95.68%
37	-	-	-	-	81.12%	86.95%	89.21%	91.47%	93.73%	96.08%	98.34%
38	-	-	-	-	-	89.30%	91.62%	93.94%	96.27%	98.68%	100.00%
39	-	-	-	-	-	-	94.03%	96.42%	98.80%	100.00%	100.00%
40	-	-	-	-	-	-	-	98.89%	100.00%	100.00%	100.00%
41	-	-	-	-	-	-	-	-	100.00%	100.00%	100.00%
42	-	-	-	-	-	-	-	-	-	100.00%	100.00%
43	-	-	-	-	-	-	-	-	-	-	100.00%

**SCHEDULE G
RETIREMENT BENEFIT TABLES FOR
CLERICAL AND MAINTENANCE EMPLOYEES**

SCHEDULE 2

2.3% AT AGE 55 BENEFIT FACTOR

**Effective for Clerical and Maintenance Employees who separated from Service
with the District on or after January 1, 2008, and prior to January 1, 2009**

RETIREMENT BENEFIT TABLE FOR CLERICAL/MAINTENANCE EMPLOYEES											
AGE AT PAYMENT COMMENCEMENT											
Years of Service	50	51	52	53	54	55	56	57	58	59	60 or over
10	16.40%	17.50%	18.72%	20.03%	21.46%	23.00%	23.60%	24.20%	24.79%	25.42%	26.01%
11	18.04%	19.25%	20.59%	22.04%	23.60%	25.30%	25.96%	26.62%	27.27%	27.96%	28.61%
12	19.68%	21.00%	22.47%	24.04%	25.75%	27.60%	28.32%	29.04%	29.75%	30.50%	31.22%
13	21.32%	22.75%	24.34%	26.04%	27.90%	29.90%	30.68%	31.45%	32.23%	33.04%	33.82%
14	22.96%	24.50%	26.21%	28.05%	30.04%	32.20%	33.04%	33.87%	34.71%	35.58%	36.42%
15	24.60%	26.25%	28.08%	30.05%	32.19%	34.50%	35.40%	36.29%	37.19%	38.12%	39.02%
16	26.24%	28.00%	29.96%	32.05%	34.33%	36.80%	37.76%	38.71%	39.67%	40.66%	41.62%
17	27.88%	29.76%	31.83%	34.06%	36.48%	39.10%	40.12%	41.13%	42.15%	43.21%	44.22%
18	29.52%	31.51%	33.70%	36.06%	38.63%	41.40%	42.48%	43.55%	44.63%	45.75%	46.82%
19	31.16%	33.26%	35.57%	38.06%	40.77%	43.70%	44.84%	45.97%	47.11%	48.29%	49.42%
20	32.80%	35.01%	37.44%	40.07%	42.92%	46.00%	47.20%	48.39%	49.59%	50.83%	52.03%
21	34.44%	36.76%	39.32%	42.07%	45.06%	48.30%	49.56%	50.81%	52.07%	53.37%	54.63%
22	36.08%	38.51%	41.19%	44.07%	47.21%	50.60%	51.92%	53.23%	54.55%	55.91%	57.23%
23	37.72%	40.26%	43.06%	46.08%	49.36%	52.90%	54.28%	55.65%	57.03%	58.45%	59.83%
24	39.36%	42.01%	44.93%	48.08%	51.50%	55.20%	56.64%	58.07%	59.51%	61.00%	62.43%
25	41.00%	43.76%	46.81%	50.08%	53.65%	57.50%	59.00%	60.49%	61.99%	63.54%	65.03%
26	42.64%	45.51%	48.68%	52.09%	55.79%	59.80%	61.35%	62.91%	64.46%	66.08%	67.63%
27	44.28%	47.26%	50.55%	54.09%	57.94%	62.10%	63.71%	65.33%	66.94%	68.62%	70.24%
28	45.92%	49.01%	52.42%	56.09%	60.09%	64.40%	66.07%	67.75%	69.42%	71.16%	72.84%
29	47.56%	50.76%	54.29%	58.10%	62.23%	66.70%	68.43%	70.17%	71.90%	73.70%	75.44%
30	49.20%	52.51%	56.17%	60.10%	64.38%	69.00%	70.79%	72.59%	74.38%	76.25%	78.04%
31	50.84%	54.26%	58.04%	62.10%	66.52%	71.30%	73.15%	75.01%	76.86%	78.79%	80.64%
32	52.48%	56.01%	59.91%	64.11%	68.67%	73.60%	75.51%	77.43%	79.34%	81.33%	83.24%
33	54.12%	57.76%	61.78%	66.11%	70.81%	75.90%	77.87%	79.85%	81.82%	83.87%	85.84%
34	-	59.51%	63.65%	68.11%	72.96%	78.20%	80.23%	82.27%	84.30%	86.41%	88.44%
35	-	-	65.53%	70.12%	75.11%	80.50%	82.59%	84.69%	86.78%	88.95%	91.05%
36	-	-	-	72.12%	77.25%	82.80%	84.95%	87.11%	89.26%	91.49%	93.65%
37	-	-	-	-	79.40%	85.10%	87.31%	89.53%	91.74%	94.04%	96.25%
38	-	-	-	-	-	87.40%	89.67%	91.94%	94.22%	96.58%	98.85%
39	-	-	-	-	-	-	92.03%	94.36%	96.70%	99.12%	100.00%
40	-	-	-	-	-	-	-	96.78%	99.18%	100.00%	100.00%
41	-	-	-	-	-	-	-	-	100.00%	100.00%	100.00%
42	-	-	-	-	-	-	-	-	-	100.00%	100.00%
43	-	-	-	-	-	-	-	-	-	-	100.00%

**SCHEDULE G
RETIREMENT BENEFIT TABLES FOR
CLERICAL AND MAINTENANCE EMPLOYEES**

SCHEDULE 3

2.25% AT AGE 55 BENEFIT FACTOR

**Effective for Clerical and Maintenance Employees who separated from Service
with the District on or after March 3, 2003, and prior to January 1, 2008**

RETIREMENT BENEFIT TABLE FOR CLERICAL/MAINTENANCE EMPLOYEES											
AGE AT PAYMENT COMMENCEMENT											
Years of Service	50	51	52	53	54	55	56	57	58	59	60 or over
10	16.04%	17.12%	18.32%	19.60%	20.99%	22.50%	23.09%	23.67%	24.26%	24.86%	25.45%
11	17.65%	18.83%	20.15%	21.56%	23.09%	24.75%	25.39%	26.04%	26.68%	27.35%	27.99%
12	19.25%	20.55%	21.98%	23.52%	25.19%	27.00%	27.70%	28.40%	29.11%	29.84%	30.54%
13	20.86%	22.26%	23.81%	25.48%	27.29%	29.25%	30.01%	30.77%	31.53%	32.32%	33.08%
14	22.46%	23.97%	25.64%	27.44%	29.39%	31.50%	32.32%	33.14%	33.96%	34.81%	35.63%
15	24.06%	25.68%	27.47%	29.40%	31.49%	33.75%	34.63%	35.51%	36.38%	37.29%	38.17%
16	25.67%	27.40%	29.30%	31.36%	33.59%	36.00%	36.94%	37.87%	38.81%	39.78%	40.72%
17	27.27%	29.11%	31.14%	33.32%	35.69%	38.25%	39.24%	40.24%	41.23%	42.27%	43.26%
18	28.88%	30.82%	32.97%	35.28%	37.79%	40.50%	41.55%	42.61%	43.66%	44.75%	45.81%
19	30.48%	32.53%	34.80%	37.24%	39.89%	42.75%	43.86%	44.97%	46.08%	47.24%	48.35%
20	32.09%	34.25%	36.63%	39.20%	41.99%	45.00%	46.17%	47.34%	48.51%	49.73%	50.90%
21	33.69%	35.96%	38.46%	41.15%	44.08%	47.25%	48.48%	49.71%	50.94%	52.21%	53.44%
22	35.29%	37.67%	40.29%	43.11%	46.18%	49.50%	50.79%	52.07%	53.36%	54.70%	55.98%
23	36.90%	39.38%	42.12%	45.07%	48.28%	51.75%	53.10%	54.44%	55.79%	57.18%	58.53%
24	38.50%	41.09%	43.96%	47.03%	50.38%	54.00%	55.40%	56.81%	58.21%	59.67%	61.07%
25	40.11%	42.81%	45.79%	48.99%	52.48%	56.25%	57.71%	59.18%	60.64%	62.16%	63.62%
26	41.71%	44.52%	47.62%	50.95%	54.58%	58.50%	60.02%	61.54%	63.06%	64.64%	66.16%
27	43.31%	46.23%	49.45%	52.91%	56.68%	60.75%	62.33%	63.91%	65.49%	67.13%	68.71%
28	44.92%	47.94%	51.28%	54.87%	58.78%	63.00%	64.64%	66.28%	67.91%	69.62%	71.25%
29	46.52%	49.66%	53.11%	56.83%	60.88%	65.25%	66.95%	68.64%	70.34%	72.10%	73.80%
30	48.13%	51.37%	54.95%	58.79%	62.98%	67.50%	69.26%	71.01%	72.77%	74.59%	76.34%
31	49.73%	53.08%	56.78%	60.75%	65.08%	69.75%	71.56%	73.38%	75.19%	77.07%	78.89%
32	51.34%	54.79%	58.61%	62.71%	67.18%	72.00%	73.87%	75.74%	77.62%	79.56%	81.43%
33	52.94%	56.50%	60.44%	64.67%	69.28%	74.25%	76.18%	78.11%	80.04%	82.05%	83.98%
34	-	58.22%	62.27%	66.63%	71.37%	76.50%	78.49%	80.48%	82.47%	84.53%	86.52%
35	-	-	64.10%	68.59%	73.47%	78.75%	80.80%	82.85%	84.89%	87.02%	89.07%
36	-	-	-	70.55%	75.57%	81.00%	83.11%	85.21%	87.32%	89.51%	91.61%
37	-	-	-	-	77.67%	83.25%	85.41%	87.58%	89.74%	91.99%	94.16%
38	-	-	-	-	-	85.50%	87.72%	89.95%	92.17%	94.48%	96.70%
39	-	-	-	-	-	-	90.03%	92.31%	94.59%	96.96%	99.25%
40	-	-	-	-	-	-	-	94.68%	97.02%	99.45%	100.0%
41	-	-	-	-	-	-	-	-	99.45%	100.0%	100.0%
42	-	-	-	-	-	-	-	-	-	100.0%	100.0%
43	-	-	-	-	-	-	-	-	-	-	100.0%

**SCHEDULE G
RETIREMENT BENEFIT TABLES FOR
CLERICAL AND MAINTENANCE EMPLOYEES**

SCHEDULE 4

2.0% AT AGE 55 BENEFIT FACTOR

**Effective for Clerical and Maintenance Employees who separated from Service
with the District prior to March 3, 2003**

RETIREMENT BENEFIT TABLE FOR CLERICAL/MAINTENANCE EMPLOYEES											
AGE AT PAYMENT COMMENCEMENT											
Years of Service	50	51	52	53	54	55	56	57	58	59	60 or over
10	14.26%	15.22%	16.28%	17.42%	18.66%	20.00%	20.52%	21.04%	21.56%	22.10%	22.62%
11	15.69%	16.74%	17.91%	19.16%	20.53%	22.00%	22.57%	23.14%	23.72%	24.31%	24.88%
12	17.11%	18.26%	19.54%	20.90%	22.39%	24.00%	24.62%	25.25%	25.87%	26.52%	27.14%
13	18.54%	19.79%	21.16%	22.65%	24.26%	26.00%	26.68%	27.35%	28.03%	28.73%	29.41%
14	19.96%	21.31%	22.79%	24.39%	26.12%	28.00%	28.73%	29.46%	30.18%	30.94%	31.67%
15	21.39%	22.83%	24.42%	26.13%	27.99%	30.00%	30.78%	31.56%	32.34%	33.15%	33.93%
16	22.82%	24.35%	26.05%	27.87%	29.86%	32.00%	32.83%	33.66%	34.50%	35.36%	36.19%
17	24.24%	25.87%	27.68%	29.61%	31.72%	34.00%	34.88%	35.77%	36.65%	37.57%	38.45%
18	25.67%	27.40%	29.30%	31.36%	33.59%	36.00%	36.94%	37.87%	38.81%	39.78%	40.72%
19	27.09%	28.92%	30.93%	33.10%	35.45%	38.00%	38.99%	39.98%	40.96%	41.99%	42.98%
20	28.52%	30.44%	32.56%	34.84%	37.32%	40.00%	41.04%	42.08%	43.12%	44.20%	45.24%
21	29.95%	31.96%	34.19%	36.58%	39.19%	42.00%	43.09%	44.18%	45.28%	46.41%	47.50%
22	31.37%	33.48%	35.82%	38.32%	41.05%	44.00%	45.14%	46.29%	47.43%	48.62%	49.76%
23	32.80%	35.01%	37.44%	40.07%	42.92%	46.00%	47.20%	48.39%	49.59%	50.83%	52.03%
24	34.22%	36.53%	39.07%	41.81%	44.78%	48.00%	49.25%	50.50%	51.74%	53.04%	54.29%
25	35.65%	38.05%	40.70%	43.55%	46.65%	50.00%	51.30%	52.60%	53.90%	55.25%	56.55%
26	37.08%	39.57%	42.33%	45.29%	48.52%	52.00%	53.35%	54.70%	56.06%	57.46%	58.81%
27	38.50%	41.09%	43.96%	47.03%	50.38%	54.00%	55.40%	56.81%	58.21%	59.67%	61.07%
28	39.93%	42.62%	45.58%	48.78%	52.25%	56.00%	57.46%	58.91%	60.37%	61.88%	63.34%
29	41.35%	44.14%	47.21%	50.52%	54.11%	58.00%	59.51%	61.02%	62.52%	64.09%	65.60%
30	42.78%	45.66%	48.84%	52.26%	55.98%	60.00%	61.56%	63.12%	64.68%	66.30%	67.86%
31	44.21%	47.18%	50.47%	54.00%	57.85%	62.00%	63.61%	65.22%	66.84%	68.51%	70.12%
32	45.63%	48.70%	52.10%	55.74%	59.71%	64.00%	65.66%	67.33%	68.99%	70.72%	72.38%
33	47.06%	50.23%	53.72%	57.49%	61.58%	66.00%	67.72%	69.43%	71.15%	72.93%	74.65%
34	-	51.75%	55.35%	59.23%	63.44%	68.00%	69.77%	71.54%	73.30%	75.14%	76.91%
35	-	-	56.98%	60.97%	65.31%	70.00%	71.82%	73.64%	75.46%	77.35%	79.17%
36	-	-	-	62.71%	67.18%	72.00%	73.87%	75.74%	77.62%	79.56%	81.43%
37	-	-	-	-	69.04%	74.00%	75.92%	77.85%	79.77%	81.77%	83.69%
38	-	-	-	-	-	76.00%	77.98%	79.95%	81.93%	83.98%	85.96%
39	-	-	-	-	-	-	80.03%	82.06%	84.08%	86.19%	88.22%
40	-	-	-	-	-	-	-	84.16%	86.24%	88.40%	90.48%
41	-	-	-	-	-	-	-	-	-	-	-
42	-	-	-	-	-	-	-	-	-	-	-
43	-	-	-	-	-	-	-	-	-	-	-

**SCHEDULE H
RETIREMENT BENEFIT TABLES FOR
CONFIDENTIAL AND PROFESSIONAL/SUPERVISORY EMPLOYEES**

SCHEDULE 1

2.35% AT AGE 55 BENEFIT FACTOR

**Effective for Confidential and Professional/Supervisory Employees who
separated from Service with the District on or after January 1, 2009**

RETIREMENT BENEFIT TABLE FOR CONFIDENTIAL AND PROFESSIONAL/SUPERVISORY EMPLOYEES											
AGE AT PAYMENT COMMENCEMENT											
Years of Service	50	51	52	53	54	55	56	57	58	59	60 or over
5	8.38%	8.94%	9.56%	10.23%	10.96%	11.75%	12.06%	12.36%	12.67%	12.98%	13.29%
6	10.05%	10.73%	11.48%	12.28%	13.16%	14.10%	14.47%	14.83%	15.20%	15.58%	15.95%
7	11.73%	12.52%	13.39%	14.33%	15.35%	16.45%	16.88%	17.31%	17.73%	18.18%	18.60%
8	13.40%	14.31%	15.30%	16.37%	17.54%	18.80%	19.29%	19.78%	20.27%	20.77%	21.26%
9	15.08%	16.10%	17.22%	18.42%	19.73%	21.15%	21.70%	22.25%	22.80%	23.37%	23.92%
10	16.76%	17.88%	19.13%	20.47%	21.93%	23.50%	24.11%	24.72%	25.33%	25.97%	26.58%
11	18.43%	19.67%	21.04%	22.52%	24.12%	25.85%	26.52%	27.19%	27.87%	28.56%	29.24%
12	20.11%	21.46%	22.95%	24.56%	26.31%	28.20%	28.93%	29.67%	30.40%	31.16%	31.89%
13	21.78%	23.25%	24.87%	26.61%	28.50%	30.55%	31.34%	32.14%	32.93%	33.76%	34.55%
14	23.46%	25.04%	26.78%	28.66%	30.70%	32.90%	33.76%	34.61%	35.47%	36.35%	37.21%
15	25.13%	26.83%	28.69%	30.70%	32.89%	35.25%	36.17%	37.08%	38.00%	38.95%	39.87%
16	26.81%	28.61%	30.61%	32.75%	35.08%	37.60%	38.58%	39.56%	40.53%	41.55%	42.53%
17	28.48%	30.40%	32.52%	34.80%	37.27%	39.95%	40.99%	42.03%	43.07%	44.14%	45.18%
18	30.16%	32.19%	34.43%	36.84%	39.47%	42.30%	43.40%	44.50%	45.60%	46.74%	47.84%
19	31.84%	33.98%	36.35%	38.89%	41.66%	44.65%	45.81%	46.97%	48.13%	49.34%	50.50%
20	33.51%	35.77%	38.26%	40.94%	43.85%	47.00%	48.22%	49.44%	50.67%	51.94%	53.16%
21	35.19%	37.56%	40.17%	42.98%	46.04%	49.35%	50.63%	51.92%	53.20%	54.53%	55.81%
22	36.86%	39.34%	42.08%	45.03%	48.24%	51.70%	53.04%	54.39%	55.73%	57.13%	58.47%
23	38.54%	41.13%	44.00%	47.08%	50.43%	54.05%	55.46%	56.86%	58.27%	59.73%	61.13%
24	40.21%	42.92%	45.91%	49.12%	52.62%	56.40%	57.87%	59.33%	60.80%	62.32%	63.79%
25	41.89%	44.71%	47.82%	51.17%	54.81%	58.75%	60.28%	61.81%	63.33%	64.92%	66.45%
26	43.56%	46.50%	49.74%	53.22%	57.01%	61.10%	62.69%	64.28%	65.87%	67.52%	69.10%
27	45.24%	48.29%	51.65%	55.26%	59.20%	63.45%	65.10%	66.75%	68.40%	70.11%	71.76%
28	46.92%	50.07%	53.56%	57.31%	61.39%	65.80%	67.51%	69.22%	70.93%	72.71%	74.42%
29	48.59%	51.86%	55.47%	59.36%	63.58%	68.15%	69.92%	71.69%	73.47%	75.31%	77.08%
30	50.27%	53.65%	57.39%	61.41%	65.78%	70.50%	72.33%	74.17%	76.00%	77.90%	79.74%
31	51.94%	55.44%	59.30%	63.45%	67.97%	72.85%	74.74%	76.64%	78.53%	80.50%	82.39%
32	53.62%	57.23%	61.21%	65.50%	70.16%	75.20%	77.16%	79.11%	81.07%	83.10%	85.05%
33	55.29%	59.02%	63.13%	67.55%	72.35%	77.55%	79.57%	81.58%	83.60%	85.69%	87.71%
34	-	60.80%	65.04%	69.59%	74.55%	79.90%	81.98%	84.05%	86.13%	88.29%	90.37%
35	-	-	66.95%	71.64%	76.74%	82.25%	84.39%	86.53%	88.67%	90.89%	93.02%
36	-	-	-	73.69%	78.93%	84.60%	86.80%	89.00%	91.20%	93.48%	95.68%
37	-	-	-	-	81.12%	86.95%	89.21%	91.47%	93.73%	96.08%	98.34%
38	-	-	-	-	-	89.30%	91.62%	93.94%	96.27%	98.68%	100.00%
39	-	-	-	-	-	-	94.03%	96.42%	98.80%	100.00%	100.00%
40	-	-	-	-	-	-	-	98.89%	100.00%	100.00%	100.00%
41	-	-	-	-	-	-	-	-	100.00%	100.00%	100.00%
42	-	-	-	-	-	-	-	-	-	100.00%	100.00%
43	-	-	-	-	-	-	-	-	-	-	100.00%

SCHEDULE H
RETIREMENT BENEFIT TABLES FOR
CONFIDENTIAL AND PROFESSIONAL/SUPERVISORY EMPLOYEES
SCHEDULE 2

2.3% AT AGE 55 BENEFIT FACTOR

**Effective for Confidential and Professional/Supervisory Employees who
separated from Service with the District on or after January 1, 2008, and
prior to January 1, 2009**

RETIREMENT BENEFIT TABLE FOR CONFIDENTIAL AND PROFESSIONAL/SUPERVISORY EMPLOYEES											
AGE AT PAYMENT COMMENCEMENT											
Years of Service	50	51	52	53	54	55	56	57	58	59	60 or over
5	8.20%	8.75%	9.36%	10.02%	10.73%	11.50%	11.80%	12.10%	12.40%	12.71%	13.01%
6	9.84%	10.50%	11.23%	12.02%	12.88%	13.80%	14.16%	14.52%	14.88%	15.25%	15.61%
7	11.48%	12.25%	13.11%	14.02%	15.02%	16.10%	16.52%	16.94%	17.36%	17.79%	18.21%
8	13.12%	14.00%	14.98%	16.03%	17.17%	18.40%	18.88%	19.36%	19.84%	20.33%	20.81%
9	14.76%	15.75%	16.85%	18.03%	19.31%	20.70%	21.24%	21.78%	22.31%	22.87%	23.41%
10	16.40%	17.50%	18.72%	20.03%	21.46%	23.00%	23.60%	24.20%	24.79%	25.42%	26.01%
11	18.04%	19.25%	20.59%	22.04%	23.60%	25.30%	25.96%	26.62%	27.27%	27.96%	28.61%
12	19.68%	21.00%	22.47%	24.04%	25.75%	27.60%	28.32%	29.04%	29.75%	30.50%	31.22%
13	21.32%	22.75%	24.34%	26.04%	27.90%	29.90%	30.68%	31.45%	32.23%	33.04%	33.82%
14	22.96%	24.50%	26.21%	28.05%	30.04%	32.20%	33.04%	33.87%	34.71%	35.58%	36.42%
15	24.60%	26.25%	28.08%	30.05%	32.19%	34.50%	35.40%	36.29%	37.19%	38.12%	39.02%
16	26.24%	28.00%	29.96%	32.05%	34.33%	36.80%	37.76%	38.71%	39.67%	40.66%	41.62%
17	27.88%	29.76%	31.83%	34.06%	36.48%	39.10%	40.12%	41.13%	42.15%	43.21%	44.22%
18	29.52%	31.51%	33.70%	36.06%	38.63%	41.40%	42.48%	43.55%	44.63%	45.75%	46.82%
19	31.16%	33.26%	35.57%	38.06%	40.77%	43.70%	44.84%	45.97%	47.11%	48.29%	49.42%
20	32.80%	35.01%	37.44%	40.07%	42.92%	46.00%	47.20%	48.39%	49.59%	50.83%	52.03%
21	34.44%	36.76%	39.32%	42.07%	45.06%	48.30%	49.56%	50.81%	52.07%	53.37%	54.63%
22	36.08%	38.51%	41.19%	44.07%	47.21%	50.60%	51.92%	53.23%	54.55%	55.91%	57.23%
23	37.72%	40.26%	43.06%	46.08%	49.36%	52.90%	54.28%	55.65%	57.03%	58.45%	59.83%
24	39.36%	42.01%	44.93%	48.08%	51.50%	55.20%	56.64%	58.07%	59.51%	61.00%	62.43%
25	41.00%	43.76%	46.81%	50.08%	53.65%	57.50%	59.00%	60.49%	61.99%	63.54%	65.03%
26	42.64%	45.51%	48.68%	52.09%	55.79%	59.80%	61.35%	62.91%	64.46%	66.08%	67.63%
27	44.28%	47.26%	50.55%	54.09%	57.94%	62.10%	63.71%	65.33%	66.94%	68.62%	70.24%
28	45.92%	49.01%	52.42%	56.09%	60.09%	64.40%	66.07%	67.75%	69.42%	71.16%	72.84%
29	47.56%	50.76%	54.29%	58.10%	62.23%	66.70%	68.43%	70.17%	71.90%	73.70%	75.44%
30	49.20%	52.51%	56.17%	60.10%	64.38%	69.00%	70.79%	72.59%	74.38%	76.25%	78.04%
31	50.84%	54.26%	58.04%	62.10%	66.52%	71.30%	73.15%	75.01%	76.86%	78.79%	80.64%
32	52.48%	56.01%	59.91%	64.11%	68.67%	73.60%	75.51%	77.43%	79.34%	81.33%	83.24%
33	54.12%	57.76%	61.78%	66.11%	70.81%	75.90%	77.87%	79.85%	81.82%	83.87%	85.84%
34	-	59.51%	63.65%	68.11%	72.96%	78.20%	80.23%	82.27%	84.30%	86.41%	88.44%
35	-	-	65.53%	70.12%	75.11%	80.50%	82.59%	84.69%	86.78%	88.95%	91.05%
36	-	-	-	72.12%	77.25%	82.80%	84.95%	87.11%	89.26%	91.49%	93.65%
37	-	-	-	-	79.40%	85.10%	87.31%	89.53%	91.74%	94.04%	96.25%
38	-	-	-	-	-	87.40%	89.67%	91.94%	94.22%	96.58%	98.85%
39	-	-	-	-	-	-	92.03%	94.36%	96.70%	99.12%	100.00%
40	-	-	-	-	-	-	-	96.78%	99.18%	100.00%	100.00%
41	-	-	-	-	-	-	-	-	100.00%	100.00%	100.00%
42	-	-	-	-	-	-	-	-	-	100.00%	100.00%
43	-	-	-	-	-	-	-	-	-	-	100.00%

**SCHEDULE H
RETIREMENT BENEFIT TABLES FOR
CONFIDENTIAL AND PROFESSIONAL/SUPERVISORY EMPLOYEES**

SCHEDULE 3

2.25% at Age 55 Benefit Factor

**Effective for Confidential and Professional/Supervisory Employees who
separated from Service with the District on or after March 3, 2003, and prior
to January 1, 2008**

RETIREMENT BENEFIT TABLE FOR CONFIDENTIAL AND PROFESSIONAL/SUPERVISORY EMPLOYEES											
AGE AT PAYMENT COMMENCEMENT											
Years of Service	50	51	52	53	54	55	56	57	58	59	60 or over
5	8.02%	8.56%	9.16%	9.80%	10.50%	11.25%	11.54%	11.84%	12.13%	12.43%	12.72%
6	9.63%	10.27%	10.99%	11.76%	12.60%	13.50%	13.85%	14.20%	14.55%	14.92%	15.27%
7	11.23%	11.99%	12.82%	13.72%	14.69%	15.75%	16.16%	16.57%	16.98%	17.40%	17.81%
8	12.83%	13.70%	14.65%	15.68%	16.79%	18.00%	18.47%	18.94%	19.40%	19.89%	20.36%
9	14.44%	15.41%	16.48%	17.64%	18.89%	20.25%	20.78%	21.30%	21.83%	22.38%	22.90%
10	16.04%	17.12%	18.32%	19.60%	20.99%	22.50%	23.09%	23.67%	24.26%	24.86%	25.45%
11	17.65%	18.83%	20.15%	21.56%	23.09%	24.75%	25.39%	26.04%	26.68%	27.35%	27.99%
12	19.25%	20.55%	21.98%	23.52%	25.19%	27.00%	27.70%	28.40%	29.11%	29.84%	30.54%
13	20.86%	22.26%	23.81%	25.48%	27.29%	29.25%	30.01%	30.77%	31.53%	32.32%	33.08%
14	22.46%	23.97%	25.64%	27.44%	29.39%	31.50%	32.32%	33.14%	33.96%	34.81%	35.63%
15	24.06%	25.68%	27.47%	29.40%	31.49%	33.75%	34.63%	35.51%	36.38%	37.29%	38.17%
16	25.67%	27.40%	29.30%	31.36%	33.59%	36.00%	36.94%	37.87%	38.81%	39.78%	40.72%
17	27.27%	29.11%	31.14%	33.32%	35.69%	38.25%	39.24%	40.24%	41.23%	42.27%	43.26%
18	28.88%	30.82%	32.97%	35.28%	37.79%	40.50%	41.55%	42.61%	43.66%	44.75%	45.81%
19	30.48%	32.53%	34.80%	37.24%	39.89%	42.75%	43.86%	44.97%	46.08%	47.24%	48.35%
20	32.09%	34.25%	36.63%	39.20%	41.99%	45.00%	46.17%	47.34%	48.51%	49.73%	50.90%
21	33.69%	35.96%	38.46%	41.15%	44.08%	47.25%	48.48%	49.71%	50.94%	52.21%	53.44%
22	35.29%	37.67%	40.29%	43.11%	46.18%	49.50%	50.79%	52.07%	53.36%	54.70%	55.98%
23	36.90%	39.38%	42.12%	45.07%	48.28%	51.75%	53.10%	54.44%	55.79%	57.18%	58.53%
24	38.50%	41.09%	43.96%	47.03%	50.38%	54.00%	55.40%	56.81%	58.21%	59.67%	61.07%
25	40.11%	42.81%	45.79%	48.99%	52.48%	56.25%	57.71%	59.18%	60.64%	62.16%	63.62%
26	41.71%	44.52%	47.62%	50.95%	54.58%	58.50%	60.02%	61.54%	63.06%	64.64%	66.16%
27	43.31%	46.23%	49.45%	52.91%	56.68%	60.75%	62.33%	63.91%	65.49%	67.13%	68.71%
28	44.92%	47.94%	51.28%	54.87%	58.78%	63.00%	64.64%	66.28%	67.91%	69.62%	71.25%
29	46.52%	49.66%	53.11%	56.83%	60.88%	65.25%	66.95%	68.64%	70.34%	72.10%	73.80%
30	48.13%	51.37%	54.95%	58.79%	62.98%	67.50%	69.26%	71.01%	72.77%	74.59%	76.34%
31	49.73%	53.08%	56.78%	60.75%	65.08%	69.75%	71.56%	73.38%	75.19%	77.07%	78.89%
32	51.34%	54.79%	58.61%	62.71%	67.18%	72.00%	73.87%	75.74%	77.62%	79.56%	81.43%
33	52.94%	56.50%	60.44%	64.67%	69.28%	74.25%	76.18%	78.11%	80.04%	82.05%	83.98%
34	-	58.22%	62.27%	66.63%	71.37%	76.50%	78.49%	80.48%	82.47%	84.53%	86.52%
35	-	-	64.10%	68.59%	73.47%	78.75%	80.80%	82.85%	84.89%	87.02%	89.07%
36	-	-	-	70.55%	75.57%	81.00%	83.11%	85.21%	87.32%	89.51%	91.61%
37	-	-	-	-	77.67%	83.25%	85.41%	87.58%	89.74%	91.99%	94.16%
38	-	-	-	-	-	85.50%	87.72%	89.95%	92.17%	94.48%	96.70%
39	-	-	-	-	-	-	90.03%	92.31%	94.59%	96.96%	99.25%
40	-	-	-	-	-	-	-	94.68%	97.02%	99.45%	100.0%
41	-	-	-	-	-	-	-	-	99.45%	100.0%	100.0%
42	-	-	-	-	-	-	-	-	-	100.0%	100.0%
43	-	-	-	-	-	-	-	-	-	-	100.0%

**SCHEDULE H
RETIREMENT BENEFIT TABLES FOR
CONFIDENTIAL AND PROFESSIONAL/SUPERVISORY EMPLOYEES
SCHEDULE 4**

2.0% AT AGE 55 BENEFIT FACTOR

**Effective for Confidential and Professional/Supervisory Employees who
separated from Service with the District prior to March 3, 2003**

RETIREMENT BENEFIT TABLE FOR CONFIDENTIAL AND PROFESSIONAL/SUPERVISORY EMPLOYEES											
AGE AT PAYMENT COMMENCEMENT											
Years of Service	50	51	52	53	54	55	56	57	58	59	60 or over
5	7.13%	7.61%	8.14%	8.71%	9.33%	10.00%	10.26%	10.52%	10.78%	11.05%	11.31%
6	8.56%	9.13%	9.77%	10.45%	11.20%	12.00%	12.31%	12.62%	12.94%	13.26%	13.57%
7	9.98%	10.65%	11.40%	12.19%	13.06%	14.00%	14.36%	14.73%	15.09%	15.47%	15.83%
8	11.40%	12.18%	13.02%	13.94%	14.93%	16.00%	16.42%	16.83%	17.25%	17.68%	18.10%
9	12.80%	13.70%	14.65%	15.68%	16.79%	18.00%	18.47%	18.94%	19.40%	19.89%	20.36%
10	14.26%	15.22%	16.28%	17.42%	18.66%	20.00%	20.52%	21.04%	21.56%	22.10%	22.62%
11	15.69%	16.74%	17.91%	19.16%	20.53%	22.00%	22.57%	23.14%	23.72%	24.31%	24.88%
12	17.11%	18.26%	19.54%	20.90%	22.39%	24.00%	24.62%	25.25%	25.87%	26.52%	27.14%
13	18.54%	19.79%	21.16%	22.65%	24.26%	26.00%	26.68%	27.35%	28.03%	28.73%	29.41%
14	19.96%	21.31%	22.79%	24.39%	26.12%	28.00%	28.73%	29.46%	30.18%	30.94%	31.67%
15	21.39%	22.83%	24.42%	26.13%	27.99%	30.00%	30.78%	31.56%	32.34%	33.15%	33.93%
16	22.82%	24.35%	26.05%	27.87%	29.86%	32.00%	32.83%	33.66%	34.50%	35.36%	36.19%
17	24.24%	25.87%	27.68%	29.61%	31.72%	34.00%	34.88%	35.77%	36.65%	37.57%	38.45%
18	25.67%	27.40%	29.30%	31.36%	33.59%	36.00%	36.94%	37.87%	38.81%	39.78%	40.72%
19	27.09%	28.92%	30.93%	33.10%	35.45%	38.00%	38.99%	39.98%	40.96%	41.99%	42.98%
20	28.52%	30.44%	32.56%	34.84%	37.32%	40.00%	41.04%	42.08%	43.12%	44.20%	45.24%
21	29.95%	31.96%	34.19%	36.58%	39.19%	42.00%	43.09%	44.18%	45.28%	46.41%	47.50%
22	31.37%	33.48%	35.82%	38.32%	41.05%	44.00%	45.14%	46.29%	47.43%	48.62%	49.76%
23	32.80%	35.01%	37.44%	40.07%	42.92%	46.00%	47.20%	48.39%	49.59%	50.83%	52.03%
24	34.22%	36.53%	39.07%	41.81%	44.78%	48.00%	49.25%	50.50%	51.74%	53.04%	54.29%
25	35.65%	38.05%	40.70%	43.55%	46.65%	50.00%	51.30%	52.60%	53.90%	55.25%	56.55%
26	37.08%	39.57%	42.33%	45.29%	48.52%	52.00%	53.35%	54.70%	56.06%	57.46%	58.81%
27	38.50%	41.09%	43.96%	47.03%	50.38%	54.00%	55.40%	56.81%	58.21%	59.67%	61.07%
28	39.93%	42.62%	45.58%	48.78%	52.25%	56.00%	57.46%	58.91%	60.37%	61.88%	63.34%
29	41.35%	44.14%	47.21%	50.52%	54.11%	58.00%	59.51%	61.02%	62.52%	64.09%	65.60%
30	42.78%	45.66%	48.84%	52.26%	55.98%	60.00%	61.56%	63.12%	64.68%	66.30%	67.86%
31	44.21%	47.18%	50.47%	54.00%	57.85%	62.00%	63.61%	65.22%	66.84%	68.51%	70.12%
32	45.63%	48.70%	52.10%	55.74%	59.71%	64.00%	65.66%	67.33%	68.99%	70.72%	72.38%
33	47.06%	50.23%	53.72%	57.49%	61.58%	66.00%	67.72%	69.43%	71.15%	72.93%	74.65%
34	-	51.75%	55.35%	59.23%	63.44%	68.00%	69.77%	71.54%	73.30%	75.14%	76.91%
35	-	-	56.98%	60.97%	65.31%	70.00%	71.82%	73.64%	75.46%	77.35%	79.17%
36	-	-	-	62.71%	67.18%	72.00%	73.87%	75.74%	77.62%	79.56%	81.43%
37	-	-	-	-	69.04%	74.00%	75.92%	77.85%	79.77%	81.77%	83.69%
38	-	-	-	-	-	76.00%	77.98%	79.95%	81.93%	83.98%	85.96%
39	-	-	-	-	-	-	80.03%	82.06%	84.08%	86.19%	88.22%
40	-	-	-	-	-	-	-	84.16%	86.24%	88.40%	90.48%
41	-	-	-	-	-	-	-	-	-	-	-
42	-	-	-	-	-	-	-	-	-	-	-
43	-	-	-	-	-	-	-	-	-	-	-

**SCHEDULE I
RETIREMENT BENEFIT TABLES FOR
UNREPRESENTED EMPLOYEES**

SCHEDULE 1

2.35% AT AGE 55 BENEFIT FACTOR

**Effective for Unrepresented Employees who separated from Service with the
District on or after January 1, 2009**

RETIREMENT BENEFIT TABLE FOR UNREPRESENTED EMPLOYEES											
AGE AT PAYMENT COMMENCEMENT											
Years of Service	50	51	52	53	54	55	56	57	58	59	60 or over
5	8.38%	8.94%	9.56%	10.23%	10.96%	11.75%	12.06%	12.36%	12.67%	12.98%	13.29%
6	10.05%	10.73%	11.48%	12.28%	13.16%	14.10%	14.47%	14.83%	15.20%	15.58%	15.95%
7	11.73%	12.52%	13.39%	14.33%	15.35%	16.45%	16.88%	17.31%	17.73%	18.18%	18.60%
8	13.40%	14.31%	15.30%	16.37%	17.54%	18.80%	19.29%	19.78%	20.27%	20.77%	21.26%
9	15.08%	16.10%	17.22%	18.42%	19.73%	21.15%	21.70%	22.25%	22.80%	23.37%	23.92%
10	16.76%	17.88%	19.13%	20.47%	21.93%	23.50%	24.11%	24.72%	25.33%	25.97%	26.58%
11	18.43%	19.67%	21.04%	22.52%	24.12%	25.85%	26.52%	27.19%	27.87%	28.56%	29.24%
12	20.11%	21.46%	22.95%	24.56%	26.31%	28.20%	28.93%	29.67%	30.40%	31.16%	31.89%
13	21.78%	23.25%	24.87%	26.61%	28.50%	30.55%	31.34%	32.14%	32.93%	33.76%	34.55%
14	23.46%	25.04%	26.78%	28.66%	30.70%	32.90%	33.76%	34.61%	35.47%	36.35%	37.21%
15	25.13%	26.83%	28.69%	30.70%	32.89%	35.25%	36.17%	37.08%	38.00%	38.95%	39.87%
16	26.81%	28.61%	30.61%	32.75%	35.08%	37.60%	38.58%	39.56%	40.53%	41.55%	42.53%
17	28.48%	30.40%	32.52%	34.80%	37.27%	39.95%	40.99%	42.03%	43.07%	44.14%	45.18%
18	30.16%	32.19%	34.43%	36.84%	39.47%	42.30%	43.40%	44.50%	45.60%	46.74%	47.84%
19	31.84%	33.98%	36.35%	38.89%	41.66%	44.65%	45.81%	46.97%	48.13%	49.34%	50.50%
20	33.51%	35.77%	38.26%	40.94%	43.85%	47.00%	48.22%	49.44%	50.67%	51.94%	53.16%
21	35.19%	37.56%	40.17%	42.98%	46.04%	49.35%	50.63%	51.92%	53.20%	54.53%	55.81%
22	36.86%	39.34%	42.08%	45.03%	48.24%	51.70%	53.04%	54.39%	55.73%	57.13%	58.47%
23	38.54%	41.13%	44.00%	47.08%	50.43%	54.05%	55.46%	56.86%	58.27%	59.73%	61.13%
24	40.21%	42.92%	45.91%	49.12%	52.62%	56.40%	57.87%	59.33%	60.80%	62.32%	63.79%
25	41.89%	44.71%	47.82%	51.17%	54.81%	58.75%	60.28%	61.81%	63.33%	64.92%	66.45%
26	43.56%	46.50%	49.74%	53.22%	57.01%	61.10%	62.69%	64.28%	65.87%	67.52%	69.10%
27	45.24%	48.29%	51.65%	55.26%	59.20%	63.45%	65.10%	66.75%	68.40%	70.11%	71.76%
28	46.92%	50.07%	53.56%	57.31%	61.39%	65.80%	67.51%	69.22%	70.93%	72.71%	74.42%
29	48.59%	51.86%	55.47%	59.36%	63.58%	68.15%	69.92%	71.69%	73.47%	75.31%	77.08%
30	50.27%	53.65%	57.39%	61.41%	65.78%	70.50%	72.33%	74.17%	76.00%	77.90%	79.74%
31	51.94%	55.44%	59.30%	63.45%	67.97%	72.85%	74.74%	76.64%	78.53%	80.50%	82.39%
32	53.62%	57.23%	61.21%	65.50%	70.16%	75.20%	77.16%	79.11%	81.07%	83.10%	85.05%
33	55.29%	59.02%	63.13%	67.55%	72.35%	77.55%	79.57%	81.58%	83.60%	85.69%	87.71%
34	-	60.80%	65.04%	69.59%	74.55%	79.90%	81.98%	84.05%	86.13%	88.29%	90.37%
35	-	-	66.95%	71.64%	76.74%	82.25%	84.39%	86.53%	88.67%	90.89%	93.02%
36	-	-	-	73.69%	78.93%	84.60%	86.80%	89.00%	91.20%	93.48%	95.68%
37	-	-	-	-	81.12%	86.95%	89.21%	91.47%	93.73%	96.08%	98.34%
38	-	-	-	-	-	89.30%	91.62%	93.94%	96.27%	98.68%	100.00%
39	-	-	-	-	-	-	94.03%	96.42%	98.80%	100.00%	100.00%
40	-	-	-	-	-	-	-	98.89%	100.00%	100.00%	100.00%
41	-	-	-	-	-	-	-	-	100.00%	100.00%	100.00%
42	-	-	-	-	-	-	-	-	-	100.00%	100.00%
43	-	-	-	-	-	-	-	-	-	-	100.00%

**SCHEDULE I
RETIREMENT BENEFIT TABLES FOR
UNREPRESENTED EMPLOYEES**

SCHEDULE 2

2.3% AT AGE 55 BENEFIT FACTOR

**Effective for Unrepresented Employees who separated from Service with the
District on or after January 1, 2008, and prior to January 1, 2009**

RETIREMENT BENEFIT TABLE FOR UNREPRESENTED EMPLOYEES											
AGE AT PAYMENT COMMENCEMENT											
Years of Service	50	51	52	53	54	55	56	57	58	59	60 or over
5	8.20%	8.75%	9.36%	10.02%	10.73%	11.50%	11.80%	12.10%	12.40%	12.71%	13.01%
6	9.84%	10.50%	11.23%	12.02%	12.88%	13.80%	14.16%	14.52%	14.88%	15.25%	15.61%
7	11.48%	12.25%	13.11%	14.02%	15.02%	16.10%	16.52%	16.94%	17.36%	17.79%	18.21%
8	13.12%	14.00%	14.98%	16.03%	17.17%	18.40%	18.88%	19.36%	19.84%	20.33%	20.81%
9	14.76%	15.75%	16.85%	18.03%	19.31%	20.70%	21.24%	21.78%	22.31%	22.87%	23.41%
10	16.40%	17.50%	18.72%	20.03%	21.46%	23.00%	23.60%	24.20%	24.79%	25.42%	26.01%
11	18.04%	19.25%	20.59%	22.04%	23.60%	25.30%	25.96%	26.62%	27.27%	27.96%	28.61%
12	19.68%	21.00%	22.47%	24.04%	25.75%	27.60%	28.32%	29.04%	29.75%	30.50%	31.22%
13	21.32%	22.75%	24.34%	26.04%	27.90%	29.90%	30.68%	31.45%	32.23%	33.04%	33.82%
14	22.96%	24.50%	26.21%	28.05%	30.04%	32.20%	33.04%	33.87%	34.71%	35.58%	36.42%
15	24.60%	26.25%	28.08%	30.05%	32.19%	34.50%	35.40%	36.29%	37.19%	38.12%	39.02%
16	26.24%	28.00%	29.96%	32.05%	34.33%	36.80%	37.76%	38.71%	39.67%	40.66%	41.62%
17	27.88%	29.76%	31.83%	34.06%	36.48%	39.10%	40.12%	41.13%	42.15%	43.21%	44.22%
18	29.52%	31.51%	33.70%	36.06%	38.63%	41.40%	42.48%	43.55%	44.63%	45.75%	46.82%
19	31.16%	33.26%	35.57%	38.06%	40.77%	43.70%	44.84%	45.97%	47.11%	48.29%	49.42%
20	32.80%	35.01%	37.44%	40.07%	42.92%	46.00%	47.20%	48.39%	49.59%	50.83%	52.03%
21	34.44%	36.76%	39.32%	42.07%	45.06%	48.30%	49.56%	50.81%	52.07%	53.37%	54.63%
22	36.08%	38.51%	41.19%	44.07%	47.21%	50.60%	51.92%	53.23%	54.55%	55.91%	57.23%
23	37.72%	40.26%	43.06%	46.08%	49.36%	52.90%	54.28%	55.65%	57.03%	58.45%	59.83%
24	39.36%	42.01%	44.93%	48.08%	51.50%	55.20%	56.64%	58.07%	59.51%	61.00%	62.43%
25	41.00%	43.76%	46.81%	50.08%	53.65%	57.50%	59.00%	60.49%	61.99%	63.54%	65.03%
26	42.64%	45.51%	48.68%	52.09%	55.79%	59.80%	61.35%	62.91%	64.46%	66.08%	67.63%
27	44.28%	47.26%	50.55%	54.09%	57.94%	62.10%	63.71%	65.33%	66.94%	68.62%	70.24%
28	45.92%	49.01%	52.42%	56.09%	60.09%	64.40%	66.07%	67.75%	69.42%	71.16%	72.84%
29	47.56%	50.76%	54.29%	58.10%	62.23%	66.70%	68.43%	70.17%	71.90%	73.70%	75.44%
30	49.20%	52.51%	56.17%	60.10%	64.38%	69.00%	70.79%	72.59%	74.38%	76.25%	78.04%
31	50.84%	54.26%	58.04%	62.10%	66.52%	71.30%	73.15%	75.01%	76.86%	78.79%	80.64%
32	52.48%	56.01%	59.91%	64.11%	68.67%	73.60%	75.51%	77.43%	79.34%	81.33%	83.24%
33	54.12%	57.76%	61.78%	66.11%	70.81%	75.90%	77.87%	79.85%	81.82%	83.87%	85.84%
34	-	59.51%	63.65%	68.11%	72.96%	78.20%	80.23%	82.27%	84.30%	86.41%	88.44%
35	-	-	65.53%	70.12%	75.11%	80.50%	82.59%	84.69%	86.78%	88.95%	91.05%
36	-	-	-	72.12%	77.25%	82.80%	84.95%	87.11%	89.26%	91.49%	93.65%
37	-	-	-	-	79.40%	85.10%	87.31%	89.53%	91.74%	94.04%	96.25%
38	-	-	-	-	-	87.40%	89.67%	91.94%	94.22%	96.58%	98.85%
39	-	-	-	-	-	-	92.03%	94.36%	96.70%	99.12%	100.00%
40	-	-	-	-	-	-	-	96.78%	99.18%	100.00%	100.00%
41	-	-	-	-	-	-	-	-	100.00%	100.00%	100.00%
42	-	-	-	-	-	-	-	-	-	100.00%	100.00%
43	-	-	-	-	-	-	-	-	-	-	100.00%

**SCHEDULE I
RETIREMENT BENEFIT TABLES FOR
UNREPRESENTED EMPLOYEES**

SCHEDULE 3

2.25% AT AGE 55 BENEFIT FACTOR

**Effective for Unrepresented Employees who separated from Service with the
District on or after March 3, 2003, and prior to January 1, 2008**

RETIREMENT BENEFIT TABLE FOR UNREPRESENTED EMPLOYEES											
AGE AT PAYMENT COMMENCEMENT											
Years of Service	50	51	52	53	54	55	56	57	58	59	60 or over
5	8.02%	8.56%	9.16%	9.80%	10.50%	11.25%	11.54%	11.84%	12.13%	12.43%	12.72%
6	9.63%	10.27%	10.99%	11.76%	12.60%	13.50%	13.85%	14.20%	14.55%	14.92%	15.27%
7	11.23%	11.99%	12.82%	13.72%	14.69%	15.75%	16.16%	16.57%	16.98%	17.40%	17.81%
8	12.83%	13.70%	14.65%	15.68%	16.79%	18.00%	18.47%	18.94%	19.40%	19.89%	20.36%
9	14.44%	15.41%	16.48%	17.64%	18.89%	20.25%	20.78%	21.30%	21.83%	22.38%	22.90%
10	16.04%	17.12%	18.32%	19.60%	20.99%	22.50%	23.09%	23.67%	24.26%	24.86%	25.45%
11	17.65%	18.83%	20.15%	21.56%	23.09%	24.75%	25.39%	26.04%	26.68%	27.35%	27.99%
12	19.25%	20.55%	21.98%	23.52%	25.19%	27.00%	27.70%	28.40%	29.11%	29.84%	30.54%
13	20.86%	22.26%	23.81%	25.48%	27.29%	29.25%	30.01%	30.77%	31.53%	32.32%	33.08%
14	22.46%	23.97%	25.64%	27.44%	29.39%	31.50%	32.32%	33.14%	33.96%	34.81%	35.63%
15	24.06%	25.68%	27.47%	29.40%	31.49%	33.75%	34.63%	35.51%	36.38%	37.29%	38.17%
16	25.67%	27.40%	29.30%	31.36%	33.59%	36.00%	36.94%	37.87%	38.81%	39.78%	40.72%
17	27.27%	29.11%	31.14%	33.32%	35.69%	38.25%	39.24%	40.24%	41.23%	42.27%	43.26%
18	28.88%	30.82%	32.97%	35.28%	37.79%	40.50%	41.55%	42.61%	43.66%	44.75%	45.81%
19	30.48%	32.53%	34.80%	37.24%	39.89%	42.75%	43.86%	44.97%	46.08%	47.24%	48.35%
20	32.09%	34.25%	36.63%	39.20%	41.99%	45.00%	46.17%	47.34%	48.51%	49.73%	50.90%
21	33.69%	35.96%	38.46%	41.15%	44.08%	47.25%	48.48%	49.71%	50.94%	52.21%	53.44%
22	35.29%	37.67%	40.29%	43.11%	46.18%	49.50%	50.79%	52.07%	53.36%	54.70%	55.98%
23	36.90%	39.38%	42.12%	45.07%	48.28%	51.75%	53.10%	54.44%	55.79%	57.18%	58.53%
24	38.50%	41.09%	43.96%	47.03%	50.38%	54.00%	55.40%	56.81%	58.21%	59.67%	61.07%
25	40.11%	42.81%	45.79%	48.99%	52.48%	56.25%	57.71%	59.18%	60.64%	62.16%	63.62%
26	41.71%	44.52%	47.62%	50.95%	54.58%	58.50%	60.02%	61.54%	63.06%	64.64%	66.16%
27	43.31%	46.23%	49.45%	52.91%	56.68%	60.75%	62.33%	63.91%	65.49%	67.13%	68.71%
28	44.92%	47.94%	51.28%	54.87%	58.78%	63.00%	64.64%	66.28%	67.91%	69.62%	71.25%
29	46.52%	49.66%	53.11%	56.835	60.88%	65.25%	66.95%	68.64%	70.34%	72.10%	73.80%
30	48.13%	51.37%	54.95%	58.79%	62.98%	67.50%	69.26%	71.01%	72.77%	74.59%	76.34%
31	49.73%	53.08%	56.78%	60.75%	65.08%	69.75%	71.56%	73.38%	75.19%	77.07%	78.89%
32	51.34%	54.79%	58.61%	62.71%	67.18%	72.00%	73.87%	75.74%	77.62%	79.56%	81.43%
33	52.94%	56.50%	60.44%	64.67%	69.28%	74.25%	76.18%	78.11%	80.04%	82.05%	83.98%
34	-	58.22%	62.27%	66.63%	71.37%	76.50%	78.49%	80.48%	82.47%	84.53%	86.52%
35	-	-	64.10%	68.59%	73.47%	78.75%	80.80%	82.85%	84.89%	87.02%	89.07%
36	-	-	-	70.55%	75.57%	81.00%	83.11%	85.21%	87.32%	89.51%	91.61%
37	-	-	-	-	77.67%	83.25%	85.41%	87.58%	89.74%	91.99%	94.16%
38	-	-	-	-	-	85.50%	87.72%	89.95%	92.17%	94.48%	96.70%
39	-	-	-	-	-	-	90.03%	92.31%	94.59%	96.96%	99.25%
40	-	-	-	-	-	-	-	94.68%	97.02%	99.45%	100.0%
41	-	-	-	-	-	-	-	-	99.45%	100.0%	100.0%
42	-	-	-	-	-	-	-	-	-	100.0%	100.0%
43	-	-	-	-	-	-	-	-	-	-	100.0%

**SCHEDULE I
RETIREMENT BENEFIT TABLES FOR
UNREPRESENTED EMPLOYEES**

SCHEDULE 4

2.0% AT AGE 55 BENEFIT FACTOR

**Effective for Unrepresented Employees who separated from Service with the
District prior to March 3, 2003**

RETIREMENT BENEFIT TABLE FOR UNREPRESENTED EMPLOYEES											
AGE AT PAYMENT COMMENCEMENT											
Years of Service	50	51	52	53	54	55	56	57	58	59	60 or over
5	7.13%	7.61%	8.14%	8.71%	9.33%	10.00%	10.26%	10.52%	10.78%	11.05%	11.31%
6	8.56%	9.13%	9.77%	10.45%	11.20%	12.00%	12.31%	12.62%	12.94%	13.26%	13.57%
7	9.98%	10.65%	11.40%	12.19%	13.06%	14.00%	14.36%	14.73%	15.09%	15.47%	15.83%
8	11.40%	12.18%	13.02%	13.94%	14.93%	16.00%	16.42%	16.83%	17.25%	17.68%	18.10%
9	12.80%	13.70%	14.65%	15.68%	16.79%	18.00%	18.47%	18.94%	19.40%	19.89%	20.36%
10	14.26%	15.22%	16.28%	17.42%	18.66%	20.00%	20.52%	21.04%	21.56%	22.10%	22.62%
11	15.69%	16.74%	17.91%	19.16%	20.53%	22.00%	22.57%	23.14%	23.72%	24.31%	24.88%
12	17.11%	18.26%	19.54%	20.90%	22.39%	24.00%	24.62%	25.25%	25.87%	26.52%	27.14%
13	18.54%	19.79%	21.16%	22.65%	24.26%	26.00%	26.68%	27.35%	28.03%	28.73%	29.41%
14	19.96%	21.31%	22.79%	24.39%	26.12%	28.00%	28.73%	29.46%	30.18%	30.94%	31.67%
15	21.39%	22.83%	24.42%	26.13%	27.99%	30.00%	30.78%	31.56%	32.34%	33.15%	33.93%
16	22.82%	24.35%	26.05%	27.87%	29.86%	32.00%	32.83%	33.66%	34.50%	35.36%	36.19%
17	24.24%	25.87%	27.68%	29.61%	31.72%	34.00%	34.88%	35.77%	36.65%	37.57%	38.45%
18	25.67%	27.40%	29.30%	31.36%	33.59%	36.00%	36.94%	37.87%	38.81%	39.78%	40.72%
19	27.09%	28.92%	30.93%	33.10%	35.45%	38.00%	38.99%	39.98%	40.96%	41.99%	42.98%
20	28.52%	30.44%	32.56%	34.84%	37.32%	40.00%	41.04%	42.08%	43.12%	44.20%	45.24%
21	29.95%	31.96%	34.19%	36.58%	39.19%	42.00%	43.09%	44.18%	45.28%	46.41%	47.50%
22	31.37%	33.48%	35.82%	38.32%	41.05%	44.00%	45.14%	46.29%	47.43%	48.62%	49.76%
23	32.80%	35.01%	37.44%	40.07%	42.92%	46.00%	47.20%	48.39%	49.59%	50.83%	52.03%
24	34.22%	36.53%	39.07%	41.81%	44.78%	48.00%	49.25%	50.50%	51.74%	53.04%	54.29%
25	35.65%	38.05%	40.70%	43.55%	46.65%	50.00%	51.30%	52.60%	53.90%	55.25%	56.55%
26	37.08%	39.57%	42.33%	45.29%	48.52%	52.00%	53.35%	54.70%	56.06%	57.46%	58.81%
27	38.50%	41.09%	43.96%	47.03%	50.38%	54.00%	55.40%	56.81%	58.21%	59.67%	61.07%
28	39.93%	42.62%	45.58%	48.78%	52.25%	56.00%	57.46%	58.91%	60.37%	61.88%	63.34%
29	41.35%	44.14%	47.21%	50.52%	54.11%	58.00%	59.51%	61.02%	62.52%	64.09%	65.60%
30	42.78%	45.66%	48.84%	52.26%	55.98%	60.00%	61.56%	63.12%	64.68%	66.30%	67.86%
31	44.21%	47.18%	50.47%	54.00%	57.85%	62.00%	63.61%	65.22%	66.84%	68.51%	70.12%
32	45.63%	48.70%	52.10%	55.74%	59.71%	64.00%	65.66%	67.33%	68.99%	70.72%	72.38%
33	47.06%	50.23%	53.72%	57.49%	61.58%	66.00%	67.72%	69.43%	71.15%	72.93%	74.65%
34	-	51.75%	55.35%	59.23%	63.44%	68.00%	69.77%	71.54%	73.30%	75.14%	76.91%
35	-	-	56.98%	60.97%	65.31%	70.00%	71.82%	73.64%	75.46%	77.35%	79.17%
36	-	-	-	62.71%	67.18%	72.00%	73.87%	75.74%	77.62%	79.56%	81.43%
37	-	-	-	-	69.04%	74.00%	75.92%	77.85%	79.77%	81.77%	83.69%
38	-	-	-	-	-	76.00%	77.98%	79.95%	81.93%	83.98%	85.96%
39	-	-	-	-	-	-	80.03%	82.06%	84.08%	86.19%	88.22%
40	-	-	-	-	-	-	-	84.16%	86.24%	88.40%	90.48%
41	-	-	-	-	-	-	-	-	-	-	-
42	-	-	-	-	-	-	-	-	-	-	-
43	-	-	-	-	-	-	-	-	-	-	-

SCHEDULE J
RETIREMENT BENEFIT TABLES FOR
DIRECTORS
SCHEDULE 1

2.35% AT AGE 62 BENEFIT FACTOR

**Effective for Directors who separated from Service with the District on or
after January 1, 2009**

RETIREMENT BENEFIT TABLE FOR DIRECTORS								
AGE AT PAYMENT COMMENCEMENT								
Years of Service	55	56	57	58	59	60	61	62 or over
10	11.02%	11.77%	12.62%	13.54%	14.55%	22.09%	22.80%	23.50%
11	12.12%	12.95%	13.88%	14.89%	16.00%	24.30%	25.07%	25.85%
12	13.23%	14.13%	15.14%	16.24%	17.46%	26.51%	27.35%	28.20%
13	14.33%	15.31%	16.41%	17.60%	18.91%	28.72%	29.63%	30.55%
14	15.43%	16.48%	17.67%	18.95%	20.37%	30.93%	31.91%	32.90%
15	16.53%	17.66%	18.93%	20.30%	21.82%	33.14%	34.19%	35.25%
16	17.63%	18.84%	20.19%	21.66%	23.27%	35.34%	36.47%	37.60%
17	18.74%	20.01%	21.45%	23.01%	24.73%	37.55%	38.75%	39.95%
18	19.84%	21.19%	22.72%	24.36%	26.18%	39.76%	41.03%	42.30%
19	20.94%	22.37%	23.98%	25.72%	27.64%	41.97%	43.31%	44.65%
20	22.04%	23.55%	25.24%	27.07%	29.09%	44.18%	45.59%	47.00%
21	23.15%	24.72%	26.50%	28.43%	30.55%	46.39%	47.87%	49.35%
22	24.25%	25.90%	27.76%	29.78%	32.00%	48.60%	50.15%	51.70%
23	25.35%	27.08%	29.02%	31.13%	33.46%	50.81%	52.43%	54.05%
24	26.45%	28.26%	30.29%	32.49%	34.91%	53.02%	54.71%	56.40%
25	27.55%	29.43%	31.55%	33.84%	36.37%	55.23%	56.99%	58.75%
26	28.66%	30.61%	32.81%	35.19%	37.82%	57.43%	59.27%	61.10%
27	29.76%	31.79%	34.07%	36.55%	39.28%	59.64%	61.55%	63.45%
28	30.86%	32.97%	35.33%	37.90%	40.73%	61.85%	63.83%	65.80%
29	31.96%	34.14%	36.60%	39.25%	42.18%	64.06%	66.11%	68.15%
30	33.06%	35.32%	37.86%	40.61%	43.64%	66.27%	68.39%	70.50%
31	34.17%	36.50%	39.12%	41.96%	45.09%	68.48%	70.66%	72.85%
32	35.27%	37.68%	40.38%	43.32%	46.55%	70.69%	72.94%	75.20%
33	36.37%	38.85%	41.64%	44.67%	48.00%	72.90%	75.22%	77.55%
34	-	40.03%	42.91%	46.02%	49.46%	75.11%	77.50%	79.90%
35	-	-	44.17%	47.38%	50.91%	77.32%	79.78%	82.25%
36	-	-	-	48.73%	52.37%	79.52%	82.06%	84.60%
37	-	-	-	-	53.82%	81.73%	84.34%	86.95%
38	-	-	-	-	-	83.94%	86.62%	89.30%
39	-	-	-	-	-	86.15%	88.90%	91.65%
40	-	-	-	-	-	88.36%	91.18%	94.00%
41	-	-	-	-	-	90.57%	93.46%	96.35%
42	-	-	-	-	-	-	95.74%	98.70%
43	-	-	-	-	-	-	-	100.00%

APPENDIX K

Section 1. Application and Interpretation

Effective January 1, 2013, this Appendix K takes precedence over any conflicting provision of the Plan. To the extent unchanged by this Appendix, the remaining provisions of the Plan remain in full force and effect. The provisions of this Appendix will be interpreted and administered in accordance with the applicable requirements of the California Public Employees' Pension Reform Act of 2013, which are codified in Article 4, Chapter 21 of Division 7 of Title 1 of the California Government Code, as amended from time to time ("PEPRA").

Section 2. Provisions Applicable to All Participants

This Section 2 applies to every Participant, regardless of when his or her participation in the Plan begins.

(a) No Retroactive Benefit Enhancements

Any enhancement to a Participant's retirement income that is adopted on or after January 1, 2013, or that results from a change to the Participant's classification or employment on or after that date, will apply only to years of Service performed on or after the operative date (as defined in section 7522.44 of the California Government Code) of the enhancement, and will not be applied to any years of Service performed prior to the operative date of the enhancement. For purposes of this Section 2(a), an increase to a retired Participant's annual cost-of-living adjustment within statutory limits will not be considered an enhancement to the Participant's retirement income.

(b) Purchases of Nonqualified Service Credit Prohibited

The purchase of nonqualified service credit, as defined by section 415(n)(3)(C) of the Internal Revenue Code, is not permitted.

(c) Reinstatement of Retired Participants

Except as provided under Section 2(d), if a retired Participant who is receiving retirement income is employed by, or provides services to, the District, he or she will be subject to reinstatement. For this purpose, "reinstatement" means that payment of the Participant's retirement income will cease, and the Participant will resume membership in the Plan in accordance with Article III.

(d) Exception to Reinstatement

A retired Participant will not be subject to reinstatement under Section 2(c) if all of the following conditions are satisfied:

(1) The Board appoints the Participant either during an emergency to prevent stoppage of public business or because he or she has skills needed to perform work of a limited duration.

Year. (2) The appointment does not exceed a total of 960 hours in a Plan

(3) The rate of pay for the appointment is neither less than the minimum nor more than the maximum paid by the District to other Employees performing comparable duties, divided by 173.333 to equal an hourly rate.

(4) The Participant does not earn any benefit under the Plan during the appointment.

(5) Upon accepting the appointment, the Participant certifies in writing that he or she did not, during the 12 months preceding the appointment, receive any unemployment-insurance compensation arising out of the Participant's prior employment with the District. If the Participant accepts the appointment after receiving that type of compensation, the District must terminate the Participant's employment or service on the last day of the current pay period; and, this Section 2(d) will not apply to the Participant for 12 months after the termination date.

(6) The appointment may not begin during the 180-day period after the Participant's retirement under the Plan, unless (A) the District certifies the nature of the employment or service and that the appointment is necessary to fill a critically needed position before 180 days has passed, (B) the Board approves the appointment at a public meeting (the appointment may not be placed on a consent calendar), and (C) the Participant did not receive a retirement incentive at retirement.

(e) Felony Convictions

If a Participant who is subject to sections 7522.70, 7522.72 or 7522.74 of the California Government Code is convicted of a felony described in the applicable section or sections, he or she will forfeit his or her accrued rights and benefits, and will not accrue further benefits, in the Plan to the extent provided in the applicable section or sections. This subsection will be interpreted and administered in accordance with the requirements of Sections 7522.70, 7522.72 and 7522.74 of the California Government Code, including, but not limited to, any applicable rules governing return of Participant contributions, notice, and reversal of conviction, which requirements are herein incorporated by this reference.

(f) Retired Participants Appointed to a State Board or Commission

If a retired Participant who is receiving retirement income is first appointed on or after January 1, 2013, to a nonsalaried or part-time (as defined in section 7522.57(b) of the California Government Code), salaried position on a state board or commission, his or her retirement income will not be suspended. However, if a retired Participant who is receiving retirement income is first appointed on or after January 1, 2013, to a full-time, salaried position on a state board or commission, he or she must immediately notify the Administrator of the appointment. Upon receipt of the notice, the Administrator will, in accordance with section 7522.57(d) of the California Government Code, suspend payment of the Participant's retirement income. In addition, the Administrator may take any action necessary, including but not limited to offsetting future retirement income payments, to recoup any payments, plus interest at the rate determined by the Administrator, that were required to be suspended under Section 7522.57(d) of the California Government Code. Any retirement income that the Participant was entitled to

receive at the time of the appointment will be reinstated upon notice from the Participant that he or she has retired for service from the appointment.

Section 3. Provisions Applicable to Post-2012 Participants

This Section 3 applies only to persons who first become Participants on or after January 1, 2013, and who were either (a) not a member of any other public retirement system (as defined in section 7522.04 of the California Government Code) prior to that date, or (b) a member of another public retirement system prior to that date, but not subject to reciprocity under Article XXIII with that retirement system.

(a) Definition of Basic Compensation

"Basic Compensation" means the normal monthly rate of pay or base pay, as determined by the Administrator, of the Participant paid by the District in cash to similarly situated Employees of the same group or class of employment for services rendered on a full-time basis during normal working hours, pursuant to publicly available pay schedules. Deferred amounts will be included in Compensation when earned rather than when paid. The following amounts are excluded from Compensation:

- (1) Any amount that the Administrator determines has been paid to increase the Participant's retirement income.
- (2) Any amount that is (A) paid in kind to the Participant, or was paid directly to a third-party (other than the Plan) for the Participant's benefit, and (B) subsequently converted to and received by the Participant in cash.
- (3) Any one-time or ad hoc payments to the Participant.
- (4) Severance or any other payment that is granted or awarded to the Participant in connection with, or in anticipation of, a separation from employment, but is received by the Participant while employed.
- (5) Any payments for unused vacation, annual leave, personal leave, sick leave, or compensatory time off, however denominated.
- (6) Any payments for additional services rendered outside of normal working hours.
- (7) Any employer-provided allowance, reimbursement, or payment, including, but not limited to, one made for housing, vehicle, or uniforms.
- (8) Compensation for overtime work, other than as defined in Section 207(k) of Title 29 of the United States Code.
- (9) District contributions to deferred compensation or defined contribution plans.
- (10) Any bonus paid in addition to the amounts described in Section 3(a).

(11) Any other form of compensation that the Administrator determines is inconsistent with the requirements of Section 3(a).

(12) Any other form of compensation that the Administrator determines should not be included in Compensation.

(13) For each calendar year, any amount in excess of \$113,700, the contribution and benefit base specified in section 430(b) of Title 42 of the United States Code on January 1, 2013. The Administrator will adjust the annual compensation limit described in this paragraph based on the annual changes to the Consumer Price Index for All Urban Consumers, U.S. City Average, for the month of September of the previous year rounded to the nearest thousandth. The adjustment shall be effective annually on January 1.

(b) Participant Contributions

(1) Each Participant must contribute at least 50% of the normal cost, as determined by the Administrator, of the Plan benefits. The initial contribution rate will equal 50% of the normal cost rate for the benefit formula in Section 3(c)(3), rounded to the nearest quarter of 1%, unless a greater contribution rate has been agreed to pursuant to paragraph (3) of this subsection. The District may not pay any portion of this contribution for any Participant.

(2) Once established, the Participant contribution rate will be adjusted to reflect a change in the normal cost rate, but only if the normal cost rate increases by more than 1% of payroll above or below the normal cost rate in effect on the later of: (A) the date the Participant contribution rate is first established, or (B) the date of the last adjustment to the Participant contribution rate under this paragraph. For purposes of this paragraph, the term "normal cost rate" means the annual actuarially determined normal cost for the benefit formula in Section 3(c)(3) established based on the actuarial assumptions used to determine the liabilities and costs as part of the annual actuarial valuation, and including any elements, such as eligibility, vesting, ancillary benefits and cost-of-living adjustments, that would impact the actuarial determination of normal cost.

(3) The Participant contribution rate may be more than 50% of the normal cost rate if the requirements of section 7522.30(e) of the California Government Code are satisfied.

(4) To the extent the preceding provisions of this Section 3(b) would impair the terms of any contract or memorandum of understanding (MOU) in effect on January 1, 2013, between the District and its Employees, those provisions will not apply to the Employees covered by that contract or MOU until the earlier of (A) the contract's or MOU's expiration, or (B) the renewal, amendment, or other extension of the contract or MOU.

(c) Service Retirement Allowance

(1) Each Participant who has (A) completed at least five years of Service, (B) reached age 52, (C) terminated service as an Employee, and (D) completed and submitted an application for benefits, at the time and manner determined by the Administrator, may retire for service and receive a retirement income.

(2) The retirement payable to a Participant upon meeting the requirements in Section 3(c)(1) will equal the percentage of the Participant's final compensation,

as determined in accordance with the following schedule based on the Participant's age at retirement, taken to the preceding quarter year, multiplied by the Participant's years of Service as defined in Article II, Section 26(c) of the Trust Agreement.

(3) For purposes of determining a Participant's retirement income, "final compensation" means the average annual Basic Compensation earned by the Participant during the 36 consecutive month period that produces the highest average.

<u>Age at Retirement</u>	<u>Percentage</u>	<u>Age at Retirement</u>	<u>Percentage</u>	<u>Age at Retirement</u>	<u>Percentage</u>
52	1.000%	57	1.500%	62	2.000%
52 ¹ / ₄	1.025%	57 ¹ / ₄	1.525%	62 ¹ / ₄	2.025%
52 ¹ / ₂	1.050%	57 ¹ / ₂	1.550%	62 ¹ / ₂	2.050%
52 ³ / ₄	1.075%	57 ³ / ₄	1.575%	62 ³ / ₄	2.075%
53	1.100%	58	1.600%	63	2.100%
53 ¹ / ₄	1.125%	58 ¹ / ₄	1.625%	63 ¹ / ₄	2.125%
53 ¹ / ₂	1.150%	58 ¹ / ₂	1.650%	63 ¹ / ₂	2.150%
53 ³ / ₄	1.175%	58 ³ / ₄	1.675%	63 ³ / ₄	2.175%
54	1.200%	59	1.700%	64	2.200%
54 ¹ / ₄	1.225%	59 ¹ / ₄	1.725%	64 ¹ / ₄	2.225%
54 ¹ / ₂	1.250%	59 ¹ / ₂	1.750%	64 ¹ / ₂	2.250%
54 ³ / ₄	1.275%	59 ³ / ₄	1.775%	64 ³ / ₄	2.275%
55	1.300%	60	1.800%	65	2.300%
55 ¹ / ₄	1.325%	60 ¹ / ₄	1.825%	65 ¹ / ₄	2.325%
55 ¹ / ₂	1.350%	60 ¹ / ₂	1.850%	65 ¹ / ₂	2.350%
55 ³ / ₄	1.375%	60 ³ / ₄	1.875%	65 ³ / ₄	2.375%
56	1.400%	61	1.900%	66	2.400%
56 ¹ / ₄	1.425%	61 ¹ / ₄	1.925%	66 ¹ / ₄	2.425%
56 ¹ / ₂	1.450%	61 ¹ / ₂	1.950%	66 ¹ / ₂	2.450%
56 ³ / ₄	1.475%	61 ³ / ₄	1.975%	66 ³ / ₄	2.475%
				67	2.500%

Section 4. Funding

(a) Minimum Required

In any Plan Year, the District's contribution to the Plan, in combination with Participant contributions to the Plan, may not be less than the normal cost rate, as defined in Section 3(b)(2).

(b) Contribution Suspension

The Administrator may suspend contributions only when all of the following occur:

(1) The Plan is funded by more than 120%, based on the computation by the Plan's actuary in accordance with the Governmental Accounting Standards Board requirements that is included in the annual valuation.

(2) The Plan's actuary determines, based on the annual valuation, that continuing to accrue excess earnings could result in disqualification of the Plan's tax exempt status under the Internal Revenue Code.

(3) The Administrator determines that the receipt of any additional contributions required by this subsection would conflict with its fiduciary responsibility set forth in Section 17 of Article XVI of the California Constitution.