

## Plan Execution

Employer: ISD #1 of Tulsa Co, OKDate: 8/23/23Signed: Stacey Woolley, Board President  
[print representative name/title]Ok to sign - Email 8/23/23

**Use of Adoption Agreement.** Failure to complete properly the elections in this Adoption Agreement may result in disqualification of the Employer's Plan. The Employer only may use this Adoption Agreement only in conjunction with the basic plan document referenced by its document number on Adoption Agreement page one.

**Execution for Page Substitution Amendment Only.** If this paragraph is completed, this Execution Page documents an amendment to Adoption Agreement Election(s) 25(e)(1) and 5(c) effective August 23, 2023, by substitute Adoption Agreement page number(s) 16. The Employer should retain all Adoption Agreement Execution Pages and amended pages.

**Volume Submitter Practitioner.** The Volume Submitter Practitioner identified on the first page of the basic plan document will notify all adopting Employers of any amendment to this Volume Submitter Plan or of any abandonment or discontinuance by the Volume Submitter Practitioner of its maintenance of this Volume Submitter Plan. Furthermore, in order to be eligible to receive such notification, the Employer agrees to notify the Volume Submitter Practitioner of any change in address or contact information. In addition, this Plan is provided to the Employer either in connection with investment in a product or pursuant to a contract or other arrangement for products and/or services. Upon cessation of such investment in a product or cessation of such contract or arrangement, as applicable, the Employer is no longer considered to be an adopter of this Plan and the Volume Submitter Practitioner no longer has any obligations to the Employer that relate to the adoption of this Plan. For inquiries regarding the adoption of the Volume Submitter Plan, the Volume Submitter Practitioner's intended meaning of any Plan provisions or the effect of the Advisory Letter issued to the Volume Submitter Practitioner, please contact the Volume Submitter Practitioner at the following address and telephone number:

Name: National Benefit Services, LLCAddress: 8523 South Redwood RoadWest Jordan Utah 84088Telephone: (801) 532-4000

- (8) ☐ **Describe:** \_\_\_\_\_  
 (e.g., The greater of \$500 or 3% of each Participant's Compensation, per Plan Year. Specify time period, e.g., per Plan Year quarter. If not specified, the time period is the Plan Year.)

[Note: The Employer under Election 25(b)(8) may specify any Fixed Nonelective Contribution formula not described under Elections 25(b)(1) through (7) (e.g., For each Plan Year, 2% of total compensation), and/or the Employer may describe different Fixed Nonelective Contributions as applicable to different Participant groups (e.g., A Fixed Nonelective Contribution equal to 5% of Plan Year Compensation applies to Campus A Participants and a Fixed Nonelective Contribution equal to \$500 per Participant each Plan Year applies to Campus B Participants).]

- (c) ☐ **Contribution for Deemed Disability Compensation (1.11(K)).** Include Deemed Disability Compensation. The Employer will make Nonelective Contributions for the disabled Participants defined below, based on their Deemed Disability Compensation for the following period \_\_\_\_\_. (Specify a fixed or determinable period. Choose (1) or (2)):

- (1) ☐ **NHCEs only.** Apply only to disabled NHCEs.  
 (2) ☐ **All Participants.** Apply to all disabled Participants.

The contribution for such Participants shall be:

- (3) ☐ **Amount set forth in (a), (b) and (d).** The disabled Participants shall share in the contributions set forth in (a), (b) and (d).  
 (4) ☐ **Describe:** \_\_\_\_\_ (must be definitely determinable (e.g., amount set forth in long-term disability policy).

- (d) ☐ **Describe:** \_\_\_\_\_.

[Note: Under Election 25(d), the Employer may describe the amount and type of Nonelective Contributions from the elections available under Election 25 and/or a combination thereof as to a Participant group (e.g., A Discretionary Nonelective Contribution applies to Campus A Employees. A Fixed Nonelective Contribution equal to 5% of Plan Year Compensation applies to Campus B Employees).]

**Additional Provisions** (Choose if applicable)

- (e) ☒ **Former Employees.** The Employer will make Nonelective Contributions on behalf of former Employees in accordance with the following elections (Choose (1), (2) or (3)):

- (1) ☒ **Discretionary.** The Employer may contribute an amount the Employer in its sole discretion may determine with regard to one or more former Employees, to be allocated and administered as described more fully in Section 3.04(D).  
 (2) ☐ **Percent of Deemed Includible Compensation.** The Employer will contribute \_\_\_\_\_ % of each Participant's Includible Compensation each Plan Year commencing with the Plan Year in which the Participant has Separated from Service and then for the next \_\_\_\_\_ calendar years (not to exceed 5 calendar years) following the Plan Year in which the Participant Separated from Service.  
 (3) ☐ **Describe:** \_\_\_\_\_.

[Note: The Employer under Election 25(e)(3) may specify any definitely determinable contribution or allocation formula. No former Employee will be eligible to receive such an allocation for a calendar year beginning more than 5 years after the Employee Separated from Service.]

**Eligible Former Employees.** Such contributions will be made with respect to the following Participants (Choose (4) or (5)):

- (4) ☐ **All Former Employees.**  
 (5) ☐ **The following Former Employees** (Choose one or more of a. through e.):  
 a. ☐ **Union Employees.** Collectively bargained employees who participate in the following unions: \_\_\_\_\_.  
 b. ☐ **Non-Union Employees.** Employees whose employment is not governed by a collective bargaining agreement between the Employer and employee representatives.  
 c. ☒ **School superintendent.**  
 d. ☐ **School principals.**  
 e. ☐ **Describe inclusion:** \_\_\_\_\_  
 (e.g., include administration Employees). [Note: Must be definitely determinable.]