NEW HAVEN BOARD OF EDUCATION LOCAL 3429, COUNCIL 4 (AFSCME) PARAPROFESSIONALS MONEY PURCHASE PENSION PLAN

SUMMARY PLAN DESCRIPTION

As Amended Through September 1, 2011

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NEW HAVEN BOARD OF EDUCATION LOCAL 3429, COUNCIL 4 (AFSCME) PARAPROFESSIONALS MONEY PURCHASE PENSION PLAN

SUMMARY PLAN DESCRIPTION

TO: All plan participants

Comfort and financial security in our retirement years are important to all of us. To assist you with your retirement planning, along with Social Security benefits and private savings, the Board of Education of New Haven, Connecticut (the "Board") maintains a money purchase pension plan (the "Plan") for its employees who are paraprofessionals and are members of Local 3429, Council 4 (AFSCME).

The Plan is a "defined contribution plan." Under the Plan, you and the Board make contributions to a trust established as part of the Plan. The Trustee holds these contributions for the benefit of employees who are participants in the Plan. All contributions are credited to individual accounts set up for participants.

You do not pay income tax when Board contributions are made to the Plan on your behalf. Rather, you are taxed on the Board contributions (and the earnings on those contributions) when you receive a distribution from the Plan.

On the other hand, you pay income tax on your contributions when you make them to the Plan. However, you do not pay income tax when you receive a distribution of your contributions from the Plan (although a distribution of the earnings on your contributions is taxable).

Subject to its contractual obligations, the Board has the right to amend the Plan from time to time, or to terminate the Plan.

This Summary Plan Description ("SPD") is a non-technical summary of the important parts of the Plan. You should read and refer to it when you have any questions about your retirement benefits. This summary does not interpret, extend or change the provisions of the Plan in any way. Nor does it imply a guarantee of your employment, Board contributions, or the continuation of the Plan.

A copy of your Plan is on file and may be read by you, your beneficiary(ies) or your legal representative at any reasonable time. If you have any questions, the Plan Administrator's representative will be glad to discuss the provisions of the Plan or this SPD with you. The final section of this SPD tells you whom to contact for further information about the Plan. In the event of any discrepancy between this SPD and the actual provisions of the Plan, the terms of the Plan will govern.

NEW HAVEN BOARD OF EDUCATION

1. **PARTICIPATION**

Eligibility to Participate

If you are a common law employees of the Board, you are performing services for the Board as a paraprofessional, and you are a member of Local 3429, Council 4 (AFSCME), you will become a participant in the Plan on your date of hire.

Reemployment After a Separation from Service

If you incur a separation from service and you are later reemployed as an eligible employee of the Board, your participation in the Plan will resume as of the date you are reemployed by the Board.

2. <u>CONTRIBUTIONS TO THE PLAN</u>

Board Contributions

The Board will make a contribution to the Plan on your behalf equal to two percent (2%) of the compensation paid to you for a pay period. However, you will not be eligible to receive a Board contribution for a pay period if:

- You terminate employment with the Board before completing five months of employment; or
- You do not make your required employee contributions. *See* "CONTRIBUTIONS TO THE PLAN Employee Contributions".

The first contribution that the Board makes to the Plan on your behalf will be made as of the first pay date that is at least five months after your date of hire. This contribution will equal two percent (2%) of the compensation you received during your first five months of employment. Later Board contributions will be made as of each pay date, based on your compensation for the applicable pay period.

The contributions that the Board makes to the Plan on your behalf will be allocated to a separate account.

Employee Contributions

In order to be eligible to receive Board contributions, you must contribute to the Plan an amount equal to two percent (2%) of your compensation. Your employee contributions will be made by payroll deduction on an after-tax basis. This means that you will have to pay income tax on your employee contributions when they are deducted from your compensation.

Your employee contributions will be credited to the Plan as of each pay period, beginning with the first pay period that is at least five months after your date of hire. The amount of your employee contributions will be based on your compensation for the applicable pay period. You will not be required to make employee contributions based on the compensation that you receive for pay periods before the first pay period that is at least five months after your date of hire.

The employee contributions that you make to the Plan will be allocated to a separate account.

Compensation

For purposes of the Plan, your compensation is generally the base compensation that is reported on your Form W-2. Base compensation excludes your overtime pay, shift differential, bonuses and any other forms of extra compensation. Base compensation also excludes any amounts that the Board contributes to the Plan or to any other plan on your behalf. However, base compensation does include any pre-tax contributions you make to the Board's Section 125 cafeteria plan.

The tax laws provide that compensation for a Plan Year (July 1 to June 30) in excess of \$245,000 cannot be taken into account for any purpose under the Plan. This limit will be adjusted for cost of living increases after 2011.

Special Tax Rules

You are not subject to federal or state income tax on any of the contributions that the Board makes to the Plan on your behalf. You will be subject to federal and state income tax when you receive a distribution from the Plan of these contributions (and any earnings attributable to these contributions).

You are subject to federal and state income tax on any required contributions that are deducted from your compensation for a pay period. However, you will not be subject to federal or state income tax when you receive a distribution from the Plan of these contributions (although you will be subject to federal and state income tax on any earnings attributable to these contributions).

In addition to incurring regular income taxes, you will generally be subject to an excise tax if you receive payments from the Plan before you reach age 59-1/2.

Certain payments from the Plan may be transferred in a direct rollover from the Plan to another employer's qualified retirement plan, an individual retirement account, a Roth individual retirement account, a Section 403(b) annuity contract, or a governmental Section 457(b) plan. By electing a direct rollover, you are able to avoid mandatory federal income tax withholding with respect to your distribution. Information about direct rollovers will be provided to you by the Plan Administrator's representative before you receive any distribution that is eligible for rollover.

Limit on Contributions

Federal law sets limits on the total amount of contributions that may be credited to your accounts each Plan Year. Federal law requires that amounts contributed to the Plan by you or on your behalf for a given Plan Year may not exceed the lesser of \$49,000 (as adjusted for increases in the cost of living after 2011) or 100% of your compensation.

If this limit affects you, you may not be able to have as much contributed to your accounts as the terms of the Plan would otherwise provide. The Plan Administrator will notify you if you are affected by this limit.

3. <u>INVESTMENT OF CONTRIBUTIONS</u>

Account Balance

The Trustee will establish individual accounts for you for the purpose of recording contributions made by you or on your behalf and any income, expenses, gains or losses thereon. Your accounts may also be referred to as your "account balance."

Board contributions and your contributions to the Plan are credited to separate accounts, and are held in trust and invested by the Plan's Trustee. The earnings and losses of the investments are allocated proportionately to each of your accounts.

Account Statements

The Plan Administrator will notify you periodically of the amounts contributed to each of your accounts, the amount of net earnings or losses credited to or charged against your accounts, and the total value of your accounts as of the most recent valuation date. The valuation date is the last day of the Plan Year and any other date or dates selected by the Plan Administrator.

4. **RETIREMENT AND DISABILITY BENEFITS**

Retirement Benefits

Your normal retirement date under the Plan is your 65th birthday. If you retire on your normal retirement date, your accounts will become payable to you at that time.

If you continue to work for the Board after your normal retirement date, the distribution of your accounts will be delayed until you terminate employment.

Generally, you must begin receiving distributions by April 1 following the later of the calendar year in which you reach age 70-1/2 or the calendar year in which you retire.

As long as you continue working, you will be eligible to continue to make required contributions to the Plan and to share in any Board contributions made to the Plan. In addition, your accounts will continue to be credited with earnings and losses until you receive a distribution of your accounts.

Disability Benefits

If you become disabled while working for the Board, the entire value of your accounts will become payable to you. You are considered disabled if you have an incapacity (either physical or mental) which is permanent in nature, which results from bodily injury or disease, and which prevents you from performing the requirements of your job or position. You will be deemed to be disabled if you are disabled for Social Security purposes. However, you will not be deemed to be disabled if your incapacity is due to an injury or disease which: (a) results from or consists of habitual drunkenness or addiction to narcotics; (b) was incurred while you were engaged in a felony; or (c) was intentionally self-inflicted.

Proof of disability must be given by means of a written certification from a licensed physician approved by the Plan Administrator.

Form of Benefits

You may elect to receive a distribution of your accounts by filing an Application for Benefits requesting payment. Unless you elect otherwise, your accounts will be used to purchase a nontransferable annuity contract from an insurance company that will provide you benefits in one of the following normal forms:

- If you do not have a spouse on the date the distribution of your accounts begins, the vested value of your accounts will be paid in the form of a single life annuity for your life only. Under this form of benefit, you will receive an annuity for your lifetime, and no additional benefits will be paid after your death. However, instead of receiving a single life annuity, you can elect during the one hundred eighty (180) day period before your benefits begin to receive the distribution of your accounts in another form of benefit.
- If you have a spouse on the date the distribution of your accounts begins, the vested value of your accounts will be paid in the form of a qualified joint and survivor annuity. Under this form of benefit, you will receive an annuity for your lifetime and, after your death, your surviving spouse will receive an annuity for his or her lifetime equal to 50% or 75% (as you elect) of the benefit that you received during your lifetime. If you do not select the survivor annuity percentage, your annuity will be determined on the basis of a 50% survivor benefit to your surviving spouse. Your election must be made within the one hundred eighty (180) day period before your benefits begin.

If you wish, you can elect to waive the normal form of benefit, and can elect to receive your distribution in a form other than a single life annuity (if you do not have a spouse) or a

qualified joint and survivor annuity with your spouse as your joint annuitant (if you have a spouse). You must make your election in writing within the one hundred eighty (180) day period before your benefits begin. In addition, if you have a spouse, your election to receive another form of benefit will *not* be effective unless: (a) your spouse consents to the election in writing; (b) your spouse acknowledges the financial effect on him or her of his or her consent to the election; and (c) your spouse's consent is witnessed by a plan representative or a notary public. If your spouse's consent is conditioned on your selecting a particular form of benefit or a particular beneficiary or beneficiaries to receive benefits under the Plan, your spouse's consent must be reobtained if you want to select another form of benefit or another beneficiary or beneficiaries.

If you elect not to receive a single life annuity (if you do not have a spouse) or a qualified joint and survivor annuity with your spouse as joint annuitant (if you have a spouse), the balance of your accounts will be paid at your option, in one of the following optional forms of benefit:

- a lump sum payment; or
- a nontransferable annuity contract purchased from an insurance company which
 provides for installments over a fixed period not longer than your life expectancy
 or the joint life expectancy of you and your spouse or designated beneficiary; or
- any combination of a lump sum payment and annuity contract.

You should contact the Plan Administrator for more details if you are considering an annuity contract, or a combination of an annuity contract and lump sum payment.

If you elect not to receive a single life annuity (if you do not have a spouse) or a qualified joint and survivor annuity with your spouse as joint annuitant (if you have a spouse), you may revoke that election at any time before you begin to receive your benefits and, instead, have your benefits paid in the normal form of benefit.

Notwithstanding the above, if the vested value of your accounts does not exceed \$1,000, the balance of such accounts will be paid to you automatically in a single lump sum distribution without regard to any election you have made. If the vested value of your accounts is greater than \$1,000 but not greater than \$5,000, you may elect to receive payment in the form of a single lump sum, or in a direct rollover to an individual retirement account. Should you fail to make an election, the Plan Administrator will automatically roll over the balance of your accounts to an individual retirement account designated by the Plan Administrator on your behalf. The Plan Administrator's representative will notify you if these rules apply to you.

For purposes of determining the amount of your distribution, your accounts will be valued as of the valuation date coinciding with or next following the date on which the Plan Administrator receives an Application for Benefits requesting payment, and will be distributed to you as soon as practical thereafter. The valuation date is the last day of the Plan Year and any other date or dates selected by the Plan Administrator.

5. **DEATH BENEFIT**

If you die while employed by the Board and before your benefit payments have commenced, or if you die after reaching your normal retirement date or after you become disabled, the death benefit payable on your behalf will equal the value of the balance of your accounts. However, if you die after terminating employment but before your benefit payments have begun, the death benefit payable on your behalf will be the vested value of the balance of your accounts.

If you die before a distribution of your retirement benefits begins and you are survived by your spouse, then your surviving spouse will receive a death benefit. This death benefit is called a qualified preretirement survivor annuity. The benefit will be payable as a monthly annuity for your spouse's life, and will have an actuarial present value equal to one hundred percent (100%) of the vested portion of your accounts. However, after your death, your surviving spouse can elect to waive the qualified preretirement survivor annuity and instead can elect to receive the value of the qualified preretirement survivor annuity in the form of a single lump sum payment.

You may choose to waive the qualified preretirement survivor annuity form of payment to your spouse, *provided that* your spouse consents in writing to the waiver. Any waiver that is made before the Plan Year in which you reach age thirty-five (35) will automatically become ineffective on the first day of the Plan Year in which you reach age thirty-five (35). Therefore, if you waived the qualified preretirement survivor annuity prior to the Plan Year in which you reach age thirty-five (35) and you wish to have the waiver continue in effect, you must make a new election to waive the annuity, with your spouse's consent, effective upon the first day of the Plan Year in which you reach age thirty-five (35).

If you waive the qualified preretirement survivor annuity, your death benefits will be paid to your beneficiary in one of the following optional forms, as elected by you (or by your designated beneficiary, if you do not make an election):

- a lump sum payment; or
- installments over a fixed period not longer than the life expectancy of your beneficiary; or
- any combination of a lump sum payment and installments.

If you are married, your beneficiary will be your spouse unless you designate another beneficiary, your spouse consents to the designation in writing, and your spouse's consent acknowledges the effect of the designation and is witnessed by a plan representative or notary public. The Plan Administrator will furnish you with forms for designating a beneficiary. If you have not designated a beneficiary, or no designated beneficiary survives you, your death benefit will be paid to your spouse or, if you have no spouse, to your estate.

Your accounts will be valued as of the valuation date coinciding with or next following the date on which the Plan Administrator receives an Application for Benefits from your beneficiary, and will be distributed as soon as practical after that date. The valuation date is the last day of the Plan Year and any other date or dates selected by the Plan Administrator.

Notwithstanding the above, if the vested value of your accounts does not exceed \$1,000, the balance of your accounts will be paid automatically in a single lump-sum distribution. If the vested value of your accounts is greater than \$1,000 but not greater than \$5,000, your spouse or designated beneficiary may elect to receive payment in the form of a single lump sum distribution, or in a direct rollover to an individual retirement account. Should your spouse or designated beneficiary fail to make such election, the Plan Administrator will automatically roll over the balance of your accounts to an individual retirement account designated by the Plan Administrator.

If you die after you have begun receiving your retirement or disability benefit payments, the amount and the form of any death benefits payable to your beneficiary will depend on the payment option you selected for your retirement or disability benefit payments.

6. <u>TERMINATION OF EMPLOYMENT BEFORE RETIREMENT, DISABILITY</u> OR DEATH

"Vesting" refers to your right to receive Board contributions if you terminate employment before your normal retirement date, disability or death.

You are always 100% vested in your required employee after-tax contributions.

If you are 100% vested in your Board contributions, your right to receive your Board contributions upon retirement cannot be lost. However, if you are not vested in your Board contributions, you will forfeit (lose) your right to receive these contributions if you terminate your employment with the Board before your normal retirement date, death or disability.

The nonvested portion of your account balance will be forfeited when you receive a distribution of the vested portion of your account balance or when you incur five consecutive breaks in service (whichever occurs first). If you are not vested when you terminate employment, you will, in this case, be deemed to have received a lump sum distribution of your vested account balance equal to \$0. As a result, your nonvested account balance will be forfeited as of the valuation date coinciding with or next following the date of your termination of employment.

You are credited with a "vesting year" for each Plan Year in which you complete at least 1,000 hours of service for the Board. The following schedule shows the vested percentage of your Board contributions account, depending on the number of vesting years that you complete:

Less than 5 vesting years	0%
At least 5 vesting years	100%

If you terminate employment with a vested benefit and are later reemployed, or if you terminate employment with no vested benefit but are reemployed before incurring five consecutive breaks in service, all of your vesting years will be taken into account in determining your vested percentage after you are reemployed. If you terminate employment with no vested benefit and you incur five consecutive breaks in service, all of your vesting years before the break in service will be disregarded.

You incur a break in service if you do not complete more than 500 hours of service during a Plan Year. A break in service is deemed to occur on the last day of the Plan Year.

For purposes of the Plan, you will be credited with an hour of service for each hour for which you are paid or entitled to be paid by the Board for performing services. In addition, you will be credited with up to 501 hours of service for any single continuous period for which you are paid or entitled to be paid by the Board but during which you do not perform any services (such as vacation days, holidays and sick days).

If you are still employed by the Board when you reach your normal retirement date, die or become disabled, you will become 100% vested in your Board contributions, regardless of how many vesting years you then have.

You may elect to receive a distribution of the vested portion of your accounts by filing an Application for Benefits requesting payment following your separation from service. Your accounts will be valued as of the valuation date coinciding with or next following the date on which the Plan Administrator receives an Application for Benefits, and will be distributed as soon as practical thereafter. The valuation date is the last day of the Plan Year or any other date or dates selected by the Plan Administrator.

Form of Benefits

Your termination benefits will be distributed in the form of benefits described in Section 4.

If you receive a lump sum distribution of the vested portion of your accounts and you are later reemployed, you are entitled to recontribute to the Plan the entire amount of the distribution that was attributable to your Board contributions. However, you must make this payment by the earlier of the fifth anniversary of your date of reemployment or the occurrence of five consecutive one year breaks in service after you receive your lump sum distribution. If you are deemed to have received a distribution of the vested portion of your Board contributions account equal to \$0 and you are reemployed before incurring five consecutive one year breaks in service, your forfeited Board contributions account will be reinstated when you are reemployed.

Notwithstanding the above, if the vested portion of your accounts does not exceed \$1,000, the vested balance of your accounts will be paid to you automatically, in a single lump sum distribution without regard to any election you have made. If the vested portion of your accounts is greater that \$1,000 but not greater than \$5,000, you may elect to receive payment in the form of a single lump sum or in a direct rollover to an individual retirement account. Should

you fail to make an election, the Plan Administrator will automatically roll over the vested balance of your accounts to an individual retirement account designated by the Plan Administrator on your behalf.

7. QUALIFIED DOMESTIC RELATIONS ORDER

You may not transfer or assign your accounts to another person unless your accounts become subject to a qualified domestic relations order ("QDRO"). A QDRO is a court order that provides for the payment from the Plan of a participant's alimony, child support or property settlement obligations. If the Plan Administrator receives a QDRO, the Plan Administrator may have to pay all or a portion of your retirement benefits to another person (such as a former spouse or a child) even, in some cases, while you are still working. If the Plan receives a QDRO involving your account, you will be notified.

8. AMENDMENT AND TERMINATION OF THE PLAN

Amendment

The Board reserves the right to amend the Plan at any time, subject to the terms of any governing collective bargaining agreement.

Termination

Although the Board intends to continue the Plan indefinitely, the Board reserves the right, subject to the terms of any governing collective bargaining agreement, to discontinue its contributions to the Plan and to terminate the Plan at any time. Upon termination of the Plan, there will be no further contributions made to the trust.

If the Plan is terminated, you will become entitled to receive an immediate distribution of your account balance. Any payments you receive from the Plan after it has been terminated will reflect any fees or expenses incurred in connection with the termination.

9. **PLAN EXPENSES**

The Plan provides that the Board will pay all Plan expenses.

10. BENEFICIARY DESIGNATION AND APPLICATION FOR BENEFITS

The Plan Administrator will provide you with a beneficiary designation form. The beneficiary designation form is the form on which you designate the beneficiary and form of any death benefits that may become payable on your behalf before you begin to receive benefits from the Plan. There are spousal consent requirements that apply to the designation of a nonspouse

beneficiary and form of payment of any death benefits payable before your benefits begin. If your marital status changes, it is your responsibility to inform the Plan Administrator and to request a form for naming or changing your beneficiary and form of death benefits.

After you retire or terminate your employment with the Board, you will receive an Application for Benefits and an explanation of your benefits. The Application for Benefits is the form on which you apply for a benefit and designate the beneficiary of any death benefit that may become payable. This form will be provided to you not more than one hundred eighty (180) days before you receive your benefits. In general, your benefits will be payable not less than thirty (30) days nor more than one hundred eighty (180) days after you have received the Application for Benefits and explanation from the Plan Administrator's representative (unless you specifically waive the thirty (30) day period and elect to have your benefit paid sooner).

You should keep the Plan Administrator's representative informed of your current mailing address and that of your beneficiary. You should also notify your beneficiary of the existence of the Plan. The Plan Administrator and the Board will not be liable for failing to pay you your benefits if you cannot be located after reasonable effort.

- Retirement and Other Termination Benefits Application An Application for Benefits for the payment of retirement or termination benefits must be filed with the Plan Administrator. There are spousal consent requirements that apply to the election of certain forms of benefit.
- **<u>Disability Benefit Application</u>** If you are eligible to receive a disability benefit from the Plan, you must file an Application for Benefits. It will also be necessary to have a doctor who is approved by the Plan Administrator certify in writing that you are disabled, as defined in the Plan.
- <u>Death Benefit Application</u> An Application for Benefits accompanied by a death certificate must be filed by your beneficiary. There are spousal consent requirements that apply to the designation of a nonspouse beneficiary. You should see Section 5 for more information concerning these requirements.

<u>Benefit Claims Procedure</u> The Plan Administrator makes all decisions on rights to benefits, based on the provisions of the Plan documents. All participants and their beneficiaries are to be treated in an equitable manner. Claims under the Plan should be made in writing to the Plan Administrator.

The Plan Administrator hears all claims. The Plan Administrator will notify a claimant of its decision on a claim in writing within a reasonable period of time after the Plan Administrator receives the claim. Your request for Plan benefits will be considered a claim for Plan benefits, and it will be subject to a full and fair review.

If your claim for benefits is wholly or partially denied, the Plan Administrator will provide you with a written or electronic notification of its decision. This written or electronic

notification must be provided to you within a reasonable period of time, and will contain the following information:

- (a) The specific reason or reasons for the adverse determination.
- (b) Reference to specific Plan provisions on which the determination is based.
- (c) A description of any additional material or information necessary for you to perfect the claim, and an explanation of why such material or information is necessary.
- (d) An explanation of the claims review procedure under the Plan, describing the steps to be taken if you wish to submit your claim for review and the time limits applicable to the review procedure.

<u>Claims Review Procedure</u>. If your claim for benefits is denied and you want the denial of your claim reviewed, you must file your claim for review in writing with the Plan Administrator. The claims review procedure will provide you with a reasonable opportunity for a full and fair review of a claim in accordance with the following requirements:

- (a) YOU MUST FILE THE CLAIM FOR REVIEW NO LATER THAN 60 DAYS AFTER YOU HAVE RECEIVED WRITTEN OR ELECTRONIC NOTIFICATION OF THE DENIAL OF YOUR CLAIM FOR BENEFITS
- (b) You will be provided the opportunity to submit written comments, documents, records, and other information relating to your claim for benefits.
- (c) You will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits.
- (d) You will be provided a review that takes into consideration all comments, documents, records and other information submitted by you relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

The Plan Administrator will provide you with written or electronic notification of the Plan's benefit determination on review within a reasonable time following receipt of your request for review.

If you have a claim for benefits that is denied on review in whole or in part and you want to file suit in a state or federal court, you must follow the Plan's claims review procedure before you can file suit.

11. SOME ITEMS YOU SHOULD BE AWARE OF

- (a) You should designate a beneficiary to receive any death benefits payable from the Plan.
- (b) You may not be entitled to receive Board contributions made on your behalf if you terminate employment.
- (c) You may not transfer or assign any of your benefit to anyone, unless your benefit becomes subject to a "qualified domestic relations order."
- (d) You should notify your beneficiary of the existence of the Plan.
- (e) You have a right to appeal to the Plan Administrator if you are denied benefits.
- (f) You should keep the Plan Administrator's representative informed of your current mailing address and that of your beneficiary.
- (g) Nothing in this Plan affects the right of the Board to deal with its employees in all other respects, including hiring, firing and other conditions of employment.

12. **PLAN INFORMATION**

The name of the Plan:

NEW HAVEN BOARD OF EDUCATION LOCAL 3429, COUNCIL 4 (AFSCME) PARAPROFESSIONALS MONEY PURCHASE PENSION PLAN

The name and address of each employer whose employees are covered by the Plan:

BOARD OF EDUCATION CITY OF NEW HAVEN, CONNECTICUT 54 MEADOW STREET NEW HAVEN, CT 06519

The employer identification number of the Plan sponsor and the Plan's identification number are:

EIN: 06-6001876 PN: 001

The type of administration of the Plan:

TRUSTEED

The Plan Year on which fiscal records are kept:

JULY 1 to JUNE 30

The name and business address of the Plan Administrator:

BOARD OF EDUCATION CITY OF NEW HAVEN, CONNECTICUT 54 MEADOW STREET NEW HAVEN, CT 06519

The name, address and telephone number of the Plan Administrator's representative:

MS. KIM CAROLINA
OFFICE OF PERSONNEL AND LABOR RELATIONS
BOARD OF EDUCATION
CITY OF NEW HAVEN, CONNECTICUT
54 MEADOW STREET
NEW HAVEN, CT 06519
203-946-7137

The name and address of the person designated as agent for service of legal process (service of legal process may also be made upon the Trustee or the Plan Administrator):

BOARD OF EDUCATION CITY OF NEW HAVEN, CONNECTICUT 54 MEADOW STREET NEW HAVEN, CT 06519

The name and principal business address of the Trustee of the Plan:

BANK OF AMERICA, N.A.
100 WESTMINSTER STREET
RI1-536-05-01
PROVIDENCE, RI 02903
ATTENTION: MS. KERI L. STEWART

The organization or organizations that maintain a fund on behalf of the Plan or through which the Plan is funded or benefits are provided:

NEW HAVEN BOARD OF EDUCATION LOCAL 3429, COUNCIL 4 (AFSCME) PARAPROFESSIONALS MONEY PURCHASE PENSION PLAN TRUST