



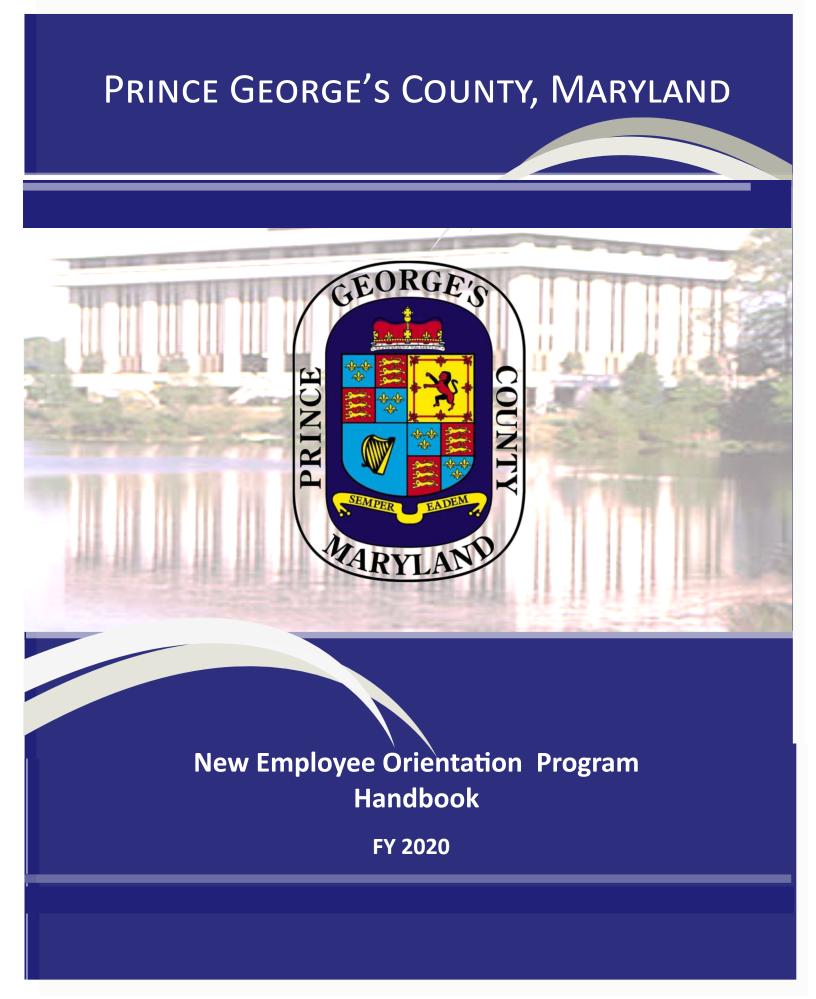
# New Employee Orientation Program Onboarding Resources Packet

FY 2020

The resources included in this packet provide onboarding guidance for new hires to reference and are reviewed as part of the onboarding orientation session.

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# Preface

The New Employee Orientation Program (NEOP), managed by the Office of Human Resources Management, is designed to familiarize new employees with Prince George's County Government, and to provide information and resource materials that will answer questions about County employment and expectations. The program will also provide valuable insight into the responsibilities of public service and increased awareness of the County's goals, objectives, history, and structure. New employees will become acquainted with the laws and policies governing County employees and the various benefits and services available.

The NEOP Handbook was created to assist new employees with their transition into County Government. This handbook is not intended to be a contract for employment nor an official statement of any policy of Prince George's County Government. Terms and conditions of employment for Prince George's County employees are set by the Personnel Law for Prince George's County and/or negotiated collective bargaining agreements and rules and regulations promulgated by either. In addition, employees are expected to know and adhere to other applicable procedures issued by the County Executive, the Director of the Office of Human Resources Management or the employee's Appointing Authority.

Every effort has been made to ensure this handbook accurately reflects the policies and procedures of the County; however, the information included in this handbook is subject to change or cancellation at any time. Such changes or cancellations may occur with or without notice. Therefore, employees are responsible for keeping themselves abreast of changes in policies and procedures that govern their employment.

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Prince George's County Maryland

From the peaceful, sleepy serenity of the County seat at Upper Marlboro to the bustle of the Metro station at New Carrollton, Seat Pleasant, Hyattsville, Suitland and Largo, Prince George's County offers more variety for business and pleasure than any of its neighboring Washington area localities.

Its estimated population of over 863,000 residents lives within a special mix of urban and suburban, city and country -- the traditions of over 300 years of history and the "high-tech" visions of the future.

The County's workforce consist of approximately 6,700 employees. This figure includes a mix of permanent, temporary and seasonal employees. The public safety personnel (which includes police, fire, deputy sheriffs, and corrections employees) make up about 50% of the workforce. You are joining a workforce that reflects the richness and diversity of the County's citizens.



# Structure of Prince George's County Government

## The Executive Branch

The Executive Branch enforces the laws and administers the day-to-day business of government. It consists of an elected County Executive and all other officers, agents and employees under the County Executive's supervision and authority, including the Chief Administrative Officer (CAO), the County's highest non-elected official. The CAO is responsible for the daily operation and functioning of County government, including all departments under the Executive's control and most commissions.

The Executive Branch is charged under the County Charter with administering the business of government, including new programs created by the County Council and the State General Assembly. To this end, the full-time, elected County Executive has approximately 19 departments and agencies, as well as numerous commissions and boards in the Executive Branch to carry out specific duties. Each Appointing Authority is nominated by the Executive, confirmed by the County Council and serves at the Executive's pleasure.

## **County Executive**

Major F. Riddick, Jr. – Chief Administrative Officer (CAO) Tara Jackson, Esq., Deputy CAO - Government and Support Services Dr. George L. Askew, Deputy CAO - Health and Human Services Angie Rogers, Deputy CAO-Economic Development Floyd Holt, Deputy CAO - Government Operations and Environmental Services Mark Magaw, Deputy CAO - Public Safety and Homeland Security

## **County Departments and Agencies**

<u>Office of Management and Budget (OMB)</u> 1301 McCormick Drive, Room 4000 Largo, Maryland 20774 301-952-3300

The Office of Management and Budget (OMB) is responsible for budget formulation, fiscal control, program and project control and evaluation, and management and policy analysis. Under Section 802 of the County Charter, the Director of the Office of Management and Budget is responsible to the County Executive for assisting in the preparation of the annual Current Expense and Capital Budgets of the County and advising upon any request for County funds and revenue needs. This office studies budget execution and the efficiency of various department/agencies' organization, methods and procedures, and prepares related reports.

<u>Office of Human Resources Management (OHRM)</u> 1400 McCormick Drive, Rm. 351 Largo, Maryland 20774 301-883-6330

The Office of Human Resources Management (OHRM) is the central source of human resources expertise and services to the County government employees, departments, agencies, retirees, citizens and residents. OHRM provides guidance on policies and administrative operations; advises the Office of the County Executive, County Council and other County agencies on human resources policies, employment law and the administration of collective bargaining agreements; enhances employment opportunities to current County employees, residents and citizens; maintains good employer relations with union organizations; recruits and selects candidates to meet agency staffing and expertise needs; maintains effective and affordable health benefits and retirement programs for employees and retirees; manages employees' retirement funds in a responsible and fiduciary manner and provides an environment that fosters employees' professional development and high-level performance. <u>Office of Law (OOL)</u> 1301 McCormick Drive, Room 4100 Largo, Maryland 20774 301-952-5221

The Office of Law is comprised of two divisions: the Litigation Division and the Government Operations Division. Government Operations functions include: providing legal opinions and advice; reviewing and drafting legislation; reviewing and drafting complex contracts; handling personnel board cases and labor issues; responding to Maryland Public Information Act requests; litigating code enforcement cases; handling complex real estate transactions; reviewing appointments to County boards and commissions; handling treasury and tax issues, and Board of Ethics matters. The Litigation Division represents the Department of Social Services in Children in Need of Assistance and Termination of Parental Rights cases. This Division also defends the County and its officials and employees against all lawsuits in both State and Federal courts that related to actions that arise within the scope of employment. The Litigation Division also handle all appeals in State and Federal courts.

<u>Office of Central Services (OCS)</u> 1400 McCormick Drive, Room 336 Largo, Maryland 20774 301-883-6450

The Office of Central Services (OCS) provides a wide range of exemplary services to improve the physical environment within the County's facilities; supports initiatives of public safety and energy management; delivers cost effective fleet management services; procures services and goods; makes capital improvements; manages new construction; manages property and land acquisition; and develops minority business for County agencies, municipalities, citizens and businesses.

<u>Office of Finance (OOF)</u> 14741 Governor Oden Bowie Drive, Room 3200 Upper Marlboro, Maryland 20772 301-952-5025

The Office of Finance controls all cash and investments to ensure maximum safety, liquidity, and yield; supports legislative process - including composing and reviewing draft resolutions and bills involving

complex financial issues; collects all revenues and receipts due to the County, including property taxes; maintains system of accounts and records for all financial transactions; certifies availability of funds for payment of liabilities and obligations; processes and/or monitors payments to vendors, employees, or other payees for goods, services, and other liabilities; reports results of financial operations using established reporting standards and methods; facilitates annual financial audit process; and administers multi-organization risk management program.

<u>Police Department</u> 7600 Barlowe Road Landover, Maryland 20785 301-772-4740

The Prince George's County Police Department is the primary law enforcement agency in the County. The Police Department's goals are to maintain a peaceful and orderly community, protect the lives and property of its citizens, as well as efficiently and effectively investigate and apprehend persons suspected of criminal acts. The Department's mission is to work in partnership with the citizens of Prince George's County toward providing a safe environment and enhancing the quality of life consistent with the values of the community. To accomplish its mission, the Department adheres to values of professionalism, integrity, responsiveness, sensitivity, respect and openness. The Department's vision is to value the dignity and rights of all its employees and citizens by creating an environment where responsibility and service reflect justice.

*Fire and Emergency Medical Services Department* 9201 Basil Court, Suite 452 Largo, Maryland 20774 301-883-5200

The Fire/Emergency Medical Services (EMS) Department is responsible for fire suppression, emergency medical services, fire prevention, fire and rescue communications, research and training activities, and the coordination of the Volunteer Fire companies. The Fire/EMS is organized into three main commands. The Emergency Operations Command is charged with the responsibility of coordinating and managing the operational activities of the agency. This command provides all of the fire, rescue and EMS services for the department; oversees the daily operations in the 45 fire stations throughout Prince George's County and provides direct liaison with the Volunteer Fire Companies. The Special Operations Command is

responsible for several of the department's specialized functional activities. The command includes fire prevention, Fire and EMS training, fire investigations, special hazards/code enforcement, medical services and public education. The Management Services Command provides all managerial and administrative coordination for the Fire/EMS Department and serves as a liaison. This command is also responsible for personnel recruitment and career development actions.

<u>Department of Public Works and Transportation (DPW&T)</u> 9400 Peppercorn Place, Suite 300 Largo, Maryland 20774 301-883-5600

The Department of Public Works and Transportation (DPW&T) provides safe, efficient, well-maintained and environmentally friendly transportation infrastructure systems throughout Prince George's County. The Department designs, constructs, repairs, and maintains roads, bridges, streets and sidewalks within county-maintained public rights-of way; operates County-wide community bus service, The Bus; operates County-wide para-transit program, Call-A-Bus and Call-A-Cab; coordinates with Maryland Department of Transportation on the planning, design, construction and operation of the State-owned transportation infrastructure system within the County; plans, installs and maintains traffic control devices and street lights within county-maintained public rights-of-way; maintains landscaped areas and street-lined trees within County-maintained public rights-of-way; maintains flood control facilities and the countywide storm drainage system; and provides vital community and quality of life services including snow and ice removal, road maintenance, roadside litter control, illegal sign removal, and senior transportation services.

Department of Corrections (DOC) 13400 Dille Drive Upper Marlboro, Maryland 20772 301-952-7015

The Department of Corrections is responsible for the safe-keeping, care, and feeding of all inmates in custody, as well as for the provision of certain alternatives to traditional incarceration. The Department is organized into four operating divisions. The Personnel Services Division provides administrative support in the areas of personnel services, planning and research, staff training and recruitment, as well as educational, reintegration, transportation and recreational programs for inmates. The Fiscal Operations

Division provides administrative and logistical services operations. The Security Operations Division maintains a safe, secure and controlled environment in the Correctional Center. The Population Management Division provides pre-trial release services, performs classification services and maintains the automated inmate database system.

Department of the Environment (DOE) 1801 McCormick Dr., Suite 500 Largo, Maryland 20774 301-883-5810

The Department of Environmental Resources (DER) coordinates operations, administration and planning for the County's environmental protection and resource development programs; issues building and electrical permits for residential and commercial work; reviews electrical, mechanical, structural, energy and fire plans; inspects major phases of construction to ensure compliance with building and electrical codes; enforces County laws on zoning, abandoned vehicles, clean lots, litter, and weed control; inspects neighborhoods, apartment projects and commercial and industrial properties to ensure they meet County property standards; licenses dogs and cats; investigates animal cruelty complaints; removes stray, unwanted, vicious, injured and sick animals from the community; maintains a kennel facility and animal adoption services; operates and oversees the County's solid waste disposal programs, including two County landfills; contract refuse collection, recycling programs; and bulky trash pick-up.

Department of Permitting, Inspections and Enforcement (DPIE) 9400 Peppercorn Place Largo, Maryland 20774 301-636-2020

The Department of Permitting, Inspections and Enforcement (DPIE) is responsible for County operations in the areas of permit processing, business licensing, plans review, construction inspection and property standards enforcement, all of which drive the local economy and ensure the health and safety of County residents, businesses and visitors. DPIE has unified various elements of the permitting process previously scattered across the County into one centralized location. DPIE draws on staff resources from other County, bi-county, and State agencies by co-locating them at the DPIE offices to provide more coordinated and efficient service delivery. Primary customer driven services are conveniently situated on the first floor, including the Permit Center, Licensing Center, Cashier's Office and Homeowners and Mega Projects Suite.

### Department of Housing and Community Development (DHCD) 9200 Basil Court, Suite 500 Largo, Maryland 20774 301-883-5531

The Department of Housing and Community Development (DHCD) provides and preserves housing opportunities for qualified residents of Prince George's County. In addition, the Department coordinates (in collaboration with other agencies) the supply of housing and services for the elderly and homeless including emergency shelter, transitional, and special needs housing; manages and administers federal entitlement grant programs; promotes individual and family self-sufficiency, upward mobility and legacy wealth by increasing housing and homeownership opportunities; develops and implements the County's Annual Action Plan, Five-Year Consolidated Plan and Consolidated Annual Performance and Evaluation Report (CAPER); provides technical and programmatic assistance to community organizations serving

low and moderate-income residents; and coordinates the activities to redevelop blighted and vacant County properties through the Redevelopment Authority and in coordination with the Housing Authority of Prince George's County.

<u>Department of Family Services (DFS)</u> 6420 Allentown Road Camp Springs, Maryland 20748 301-265-8401

The Department of Family Services (DFS) is designed to ensure the creation of effective communitybased services that enhance the quality of life for individuals and families of Prince George's County through administering high-quality human services programs that address the needs of children, families, elders, and persons with disabilities and mental illnesses; supporting community advisory groups to assist with assessment and planning for human services; promoting family functioning to prevent abuse and neglect of family members; planning, assessing, and administering family services programs; seeking to identify and improving services to underserved population groups; participating in multi-agency programs related to family services; and ensuring and monitoring the delivery of the highest quality human services to the citizens and residents of the County. <u>Office of Community Relations (OCR)</u> 14741 Governor Oden Bowie Drive, Suite L202 Upper Marlboro, Maryland 20772 301-952-4729

The mission of the Office of Community Relations is to promote the goals and programs of the County Executive by fostering good community relationships and by addressing the needs of our private, civic and public citizens. This will be accomplished through timely and responsive contact with the community by responding to citizens' concerns and providing information and assistance with the delivery of County services. This agency operates the 311 information service for the County.

Office of Ethics and Accountability (OEA) 9201 Basil Court, Suite 155 Largo, Maryland 20774 301-883-3445

The mission of the Office of Ethics and Accountability is to assist County employees with any ethics questions, such as how to report gifts from vendors and lobbyists or how to complete the Financial Disclosure Statement required by the County for designated employees and officials; to receive information from County employees and the general public on fraud, abuse and illegal acts; conduct investigations and provide information to appropriate law enforcement officials; and make recommendations to the County Executive and County Council to promote efficiency, accountability and integrity in County Government.

<u>Office of Information Technology (OIT)</u> 9201 Basil Court, Suite 250 Largo, Maryland 20774 301-883-5440

The Office of Information Technology and Communication (OITC) is a centralized support agency with responsibilities for diverse missions, threaded with the goal of providing excellent service. This includes the administration and management of the County's data processing systems, voice and data telecommunications networks and geographic information system. OITC monitors the facilities management contract under which the County's data processing services are provided. The agency helps to ensure economical and proper utilization of County resources by overseeing the facilities management contractor's work with County agencies and by coordinating the contractor's plans and commitments with the overall needs and objectives of County management. Additionally, OITC oversees the Cable Television Commission which enforces the County's franchise with Comcast Cable Communications, and Verizon and Computer Services Internal Service Fund for the agencies' use of office automation equipment and services.

<u>Office of Homeland Security (OHS)</u> 7915 Anchor Street Landover, Maryland 20785 301-324-4400

The Office of Homeland Security (OHS) develops and maintains comprehensive emergency management programs. Through planning with federal, state and local officials, as well as the private sector, OHS works to develop a coordinated safety and preparedness strategy which protects life, property, and the environment from the effects of natural and man-made disasters, including terrorist acts. The agency's goal is to enhance the quality of life by receiving and processing 9-1-1 calls and dispatching Police, Sheriff, Fire and Emergency Medical Services; coordinates the activities of the Emergency Operations Center; serves as point of contact for homeland security domestic preparedness issues in the County; educates the public and County employees on overall disaster and emergency preparedness issues; supports the County Executive's Homeland Security Intergovernmental Advisory Committee; and integrates the recommendations issued by the Homeland Security Task Force throughout the County.

## **State-County Agencies**

State-County agencies are managed by the State of Maryland to serve County residents. These agencies may be staffed by a combination of both State and County employees. Those agencies are:

<u>Health Department</u> 1701 McCormick Drive, Suite 200 Largo, Maryland 20774 301-883-7834

The Health Department protects and promotes the health of individuals within Prince George's County and promotes healthier quality of life by: providing outpatient prenatal and reproductive health care services to women who are not able to access care through any other resources; ensuring all eligible children have access to health care services; providing for alcohol, drug and addictions prevention and treatment services; providing regulatory oversight to ensure that environmental standards are maintained; licensing and inspecting all County restaurants, grocery stores, food service facilities and nursing homes; protecting and improving the health of County citizens and residents using regulatory and educational programs; investigating and controlling reportable communicable diseases; managing prevention efforts for disease, injury, disability, and premature death; promoting healthy lifestyles; ensuring equitable accessibility to health care services; and developing and maintaining policies and procedures that are responsive to the culturally diverse needs of the community.

<u>Department of Social Services (DSS)</u> 805 Brightseat Road Landover, Maryland 20785 301-909-7020

The Department of Social Services provides various human services programs to families and children in need at several facilities throughout the County; ; responds to referrals from other agencies for child and adult protective services, crisis intervention services, and legal case preparation; oversees compliance in accordance with current Federal and State policies regarding welfare benefits and provides technical assistance to entities with program objectives to move welfare clients toward selfsufficiency; helps County residents comply with requirements of Federal and State assistance programs; and tracks information to quantify the County's human service needs.

#### Circuit Court

Courthouse 14735 Main Street Upper Marlboro, Maryland 20772 301-952-3766

The Circuit Court for Prince George's County is part of the Seventh Judicial Circuit, which includes Calvert, Charles, Prince George's and St. Mary's Counties. The Circuit Court is the general jurisdiction trial court that has full common law equity powers in all civil and criminal cases, along with additional powers and jurisdiction conferred by the Constitution. Its jurisdiction is very broad, as it may also decide appeals from the District Court and certain administrative agencies.

<u>State's Attorney's Office (SAO)</u> 14735 Main Street, Suite M3403 Upper Marlboro, Maryland 20772 301-952-3500

The State's Attorney's Office prosecutes anyone charged with committing a crime in Prince George's County. This includes crimes of violence (murder, rape, robbery and assault), as well as nonviolent crimes against citizens and their properties. The State's Attorney's Office also investigates charges of police and public official misconduct and misuse of funds, and works to educate the community about crime prevention and the criminal justice system.

<u>Office of the Sheriff</u> 5303 Chrysler Way Upper Marlboro, Maryland 20772 301-780-8600

The Office of the Sheriff provides criminal justice services that ensure the impartial and professional processing of court orders as well as the safe apprehension and transport of wanted fugitives. The Office is responsible for investigating and serving all criminal warrants and indictments; serving civil processes, including landlord and tenant actions; retrieving wanted fugitives from foreign jurisdictions; collecting court-imposed judgments, fines and costs; securing custody and transport of prisoners; executing special court orders; providing courtroom security for Circuit, Juvenile, and Domestic Relations Courtrooms; and providing all process and warrant services necessary in connection with Child Support Enforcement activities and Domestic Violence matters.

Other State-County Agencies include:

- Cooperative Extension Services
- Orphan's Court
- Soil Conservation District

#### **Boards and Commissions**

<u>Human Relations Commission</u> 14741 Governor Oden Bowie Drive, Suite L202 Upper Marlboro, Maryland 20772 301-952-4729

The Human Relations Commission educates the public in areas of positive human relations building, civil rights laws, civil liberties and advocacy; facilitates workshops and training sessions that address concerns such as civil liberties, cultural sensitivity, tolerance in the workplace and knowing your rights and responsibilities; manages and administers the Equal Employment Opportunity Commission Work Sharing Agreement which provides funding to investigate allegations of discrimination in the areas of employment, housing, public accommodations, commercial real estate, and financial lending; and prepares and reviews alleged violations of national, state, and local discrimination laws.

<u>Board of Elections</u> 1100 Mercantile Lane Ste. 115A Largo, Maryland 20774 301-341-7300

The Board of Elections (BOE) promotes voter education to administer an efficient voting process, maintain an accurate voter registration database, and ensures that elected officials are elected in accordance with Federal, State, and County election laws. Other responsibilities include: processing and maintaining voter registration records and responding to inquiries relating to registration; administering fair and ethical federal, state and county elections; managing and maintaining voting equipment for Election Day use; and securing accessible polling place facilities and adequate personnel to staff polling places on Election Day.

<u>Board of Ethics</u> 9201 Basil Court, Suite 155 Largo, Maryland 20774 301-883-3445 Hotline: 855-224-0736 or301-883-6591

The Board of Ethics receives complaints, conducts investigations, and renders advisory opinions to officers and employees of the County government concerning questions pertaining to provisions

of the Code of Ethics. In addition, the Board is responsible for regulating all lobbying activities and administering the financial disclosure requirements of the Ethics Code.

#### Board of License Commissioners/Liquor Board

9200 Basil Court, Suite 420 Largo, MD 20774 301-583-9980

The Board of License Commissioners for Prince George's County consists of five members appointed by the County Executive. The Board serves a quasi-judicial function in administering and enforcing the Alcoholic Beverage Laws of the State of Maryland and the local rules and regulations of the Board of License Commissioners. The Board affirms compliance of County licensed establishments on standards of cleanliness and beautification; promotes and facilitates customized training sessions for license holders addressing alcohol awareness issues; holds Administrative Public Hearings, approves or denies new or transfer of location applications; and holds Violation Hearings that can result in dismissal, fines, suspension or revocation of a license.

<u>Personnel Board</u> 1400 McCormick Drive, Room 320 Largo, Maryland 20774 301-883-6320

The Personnel Board serves as a neutral, independent party in the executive branch of the County Government, ensuring that County departments and agencies make employment decisions in accordance with merit system principles and is kept free of prohibited personnel practices. The responsibilities of the Board include: advising on matters concerning the administration of the County classified service and personnel rules and regulations; hearing administrative appeals from employees in the classified service who feel their rights have been abridged under the law as a result of a personnel-related action; and considering and hearing appeals involving alleged abuses of the County's merit system and other cases arising under the Board's original jurisdiction such as adverse actions, grievances and petitions for reimbursement of legal fees and/or court costs. <u>Wage Determination Board</u> Office of Central Services 1400 McCormick Drive, Room 336 Largo, Maryland 20774 301-883-6450

The Wage Determination Board, adopts, establishes, repeals, modifies change or amends schedules of prevailing hourly rates of wages to be paid to workers and apprentices employed on certain public works.

<u>People's Zoning Counsel</u> County Administration Building 14741 Governor Oden Bowie Drive, Suite 2173 Upper Marlboro, Maryland 20772 301-952-3186

The People's Zoning Counsel appears at all hearings on zoning matters to protect the public interest and ensure the compilation of a full and complete record. The People's Zoning Counsel may summon and cross-examine witnesses, introduce documentary evidence, file exemptions, and make such arguments to a hearing examiner of the Council as the law and the evidence may warrant. The People's Zoning Counsel finds its authority in Article VII, Section 712 of the Charter.

#### **Bi-County Agencies**

Bi-County agencies are governed by Boards or Commissions appointed by the County Executives of Prince George's and Montgomery Counties, and are funded by both counties:

- Washington Suburban Sanitary Commission (WSSC) <u>www.wssc.dst.md.us</u>
- Maryland-National Capital Park and Planning Commission (M-NCPPC) <u>www.mncppc.org</u>

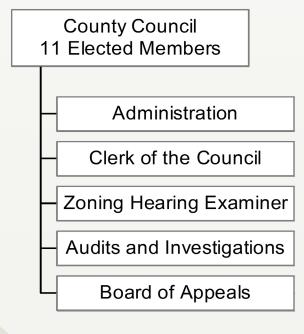
# The Legislative Branch

The Legislative Branch consists of an elected County Council and its staff, which includes the Council Administrator, and its officers and employees. The Legislative Branch is organized into six functional divisions: 1) County Council; 2) Administration; 3) Clerk of the Council; 4) Zoning Hearing Examiner; 5) Audits and Investigations and 6) Board of Appeals.

All legislative powers which may be exercised by Prince George's County under the Constitution and laws of Maryland, including all law-making powers previously exercised by the General Assembly of Maryland but transferred to the people of the County by virtue of the adoption of the County Charter, are vested in the Council. In addition the County Council sits as the District Council in zoning and land use matters, and as the Board of Health on health policy matters.

The County Council, established by the Prince George's County Charter, consists of eleven members who are nominated and elected by the qualified voters of the County for terms of four years each. The Council elects from its members a Chairperson and Vice Chairperson annually. The Chairperson, or (in the Chairperson's absence) the Vice Chairperson, presides at all meetings.

The Council appoints a Council Administrator and a County Auditor. The Council may provide for the appointment of such other employees as it may deem advisable for the exercise of its powers, subject to the provisions of the Personnel Article (ART. IX) of the County Charter. The Council may, at its discretion and subject to its regular or supplementary budget appropriation, employ such legal, financial, or other technical advisors as it may from time to time deem necessary for the performance of its functions.





Mel Franklin

At-Large

Calvin S. Hawkins At- Large



Thomas E. Dernoga District 1



Deni Taveras District 2



Dannielle M. Glaros District 3



Todd Turner

District 4



Jolene Ivey

District 5



Derrick Leon Davis District 6

Rodney C. Streeter District 7



Monique Anderson-Walker District 8



Sydney J. Harrison District 9



<u>Council Administration</u> County Administration Building 14741 Governor Oden Bowie Drive Upper Marlboro, Maryland 20772 301-952-3794

Council Administration is responsible for administrative oversight and management of the day-today operations of the Legislative Branch of Government. This office is responsible for coordinating all Council activities including: staff support to standing and special committees that include Health, Education and Human Services (HEHS); Planning, Zoning and Economic Development (PZED); Public Safety and Fiscal Management (PSFM); Transportation, Housing and the Environment (THE) and Rules and General Assembly (RGA). The Council Administration is also responsible for reviewing and drafting legislation; reviewing budgets, area master plans and functional plans of various task forces; and serving as Council liaison with regional and special Boards, County agencies, and State and local study groups. <u>Clerk of the Council</u> County Administration Building 14741 Governor Oden Bowie Drive, Suite 2198 Upper Marlboro, Maryland 20772 301-952-3600

The Office of the Clerk of the Council renders essential support services to the County Council in its capacities as the County's legislative body, the District Council in planning and zoning matters, and the Board of Health. As required by Charter, the Clerk maintains the official Journal of legislative actions; is responsible for preparation of Council and District Council agendas and minutes; processes legal advertising; reproduces and distributes all Council legislation, resolutions and other Council documents; and performs numerous other detailed record keeping functions essential to the smooth operation of the legislative and zoning processes. The Office codifies legislation and produces quadrennial reprints of the County Code and annual supplements thereto. The Clerk's Office maintains a web-based Legislative Information System (Granicus).

Zoning and Hearing Examiners County Administration Building 14741 Governor Oden Bowie Drive Upper Marlboro, Maryland 20772 301-952-3644

The Office of the Zoning Hearing Examiner was established by Article VII, Section 710 of the Prince George's County Charter. Pursuant to the Prince George's County Zoning Ordinance, the two Examiners are appointed by the District Council to conduct public hearings and issue decisions or recommendations relative to the following: applications for Zoning Map Amendments; applications for Special Exceptions and accompanying variances, tree conservation plans or alternative compliance to the provisions of the Landscape Manual; applications for validation of building and use and occupancy permits; appeals relative to signs; petitions for revocation or modification of Special Exceptions; applications for fence waivers for nonconforming junk yards; appeals from denial of permits for construction within planned highway and transit routes; appeals from certain decisions of the Historic Preservation Commission; and any other case assigned by the District Council.

<u>Audits and Investigations</u> County Administration Building 14741 Governor Oden Bowie, Upper Marlboro, Maryland 20772 301-952-3431

The Office of Audits and Investigations conducts performance (operational) audits and financial audits of all County agencies that receive or disburse County funds. The Office also reviews accounts of an agency when an agency head terminates his/her position with the County or when the agency head transfers from one County position to another, as well as monitoring a Fraud, Waste, and Abuse reporting hotline located on the County's website.

In addition, the Office of Audits and Investigations performs special reviews and audits as requested by the County Council. This Office also performs various functions, which support the activities of the County Council. These functions include budget review and analysis; research as to possible fiscal impact of pending County legislation; review and appraisal of accounting and financial controls; and review of data and reports developed throughout the various County agencies.

#### **Board of Appeals**

County Administration Building 14741 Governor Oden Bowie Drive Upper Marlboro, Maryland 20772 301-952-3220

The Board of Appeals consists of three members appointed by the County Council. All appeals are heard and filed separately relating to the respective jurisdictions of the Board of Administrative Appeals and the Board of Zoning Appeals. The Board of Administrative Appeals hears appeals from the decisions of the Director of the Department of the Environment, the Director of the Department of Permitting, Inspections and Enforcement, the Fire Marshall, the County Health Officer, the Code Enforcement Officer, the Property Standards Inspector, the Licensing Officer, the Building Official, and the Chief Housing Inspector, and the Director of the Department of Public Works and Transportation. As the Board of Zoning Appeals, the Board is empowered to: (1) grant variances when unusual hardships will be caused to property owners by the strict interpretation of the Grdinance; (2) review actions and decisions of the Code Enforcement Officer; (3) grant extensions of the grace period for the Correction or cessation of zoning violations; and (4) review the determinations and decisions of the Maryland-National Capital Park and Planning Commission and the Department of Permitting, Inspections and Enforcement, as well as other County departments and agencies, when their decisions relate to provisions of the Zoning Ordinance.

## Personnel Law, Administrative/Personnel Procedures & Collective Bargaining Agreements

In order to ensure County government operates in a manner that is consistent with the vision and mission of the County, there are several legislative policies put in place and the rules and regulations applicable to each are enforced by the appropriate authority. For the purposes of consistency in administering and maintaining the personnel system, there are three major documents (or systems of documents) created as guidelines that all County employees must follow throughout their employment.

**Personnel Law** as Amended 2003, was set forth in Sections 901 and 904 of Article IX: Personnel of the County Charter. Its purpose is to provide the foundation of the policies governing all aspects of the County's personnel system. There are twenty Divisions within Personnel Law which focus on policies on attendance, job classification, salary administration, filling positions, performance, discipline, awards, and much, much more. Each employee is encouraged to obtain a copy and refer to it whenever there is a question about policy. Employees can find a downloadable copy of Personnel Law on the County's intranet.

Administrative and Personnel Procedures are a compilation of the County's administrative guidelines and operating instructions overseen by the Office of Management and Budget. It is approved and issued by the County Executive or a designee of the County Executive. The Office of Human Resource Management is responsible for the 200 series Administrative and Personnel Procedures. Employees are encouraged to familiarize themselves with these procedures. They can also be downloaded and printed from the County's intranet.

**Collective Bargaining Agreements** are written agreements between the County and the various unions within the County government which set forth the terms and conditions of employment for covered employees. These agreements contain provisions regarding rates of pay, hours of work and other working conditions of the employees covered under the agreement. Covered employees should always refer to their respective bargaining agreement for administrative guidelines. When specific guidelines are not provided in the agreement, employees should then refer to Personnel Law and Administrative/ Personnel Procedures.

# **Ethics in County Government**

The effectiveness of the services provided by Prince George's County Government depends upon the extent to which the County and its employees hold the public trust. Employees are, therefore, required not only to observe County laws, policies, orders and regulations governing official conduct, but also to avoid any apparent conflict with these requirements.

Employees must conduct themselves in such a manner that the work of the County is effectively accomplished. Although it is the policy of the County not to restrict or interfere with the private lives of its employees, employees are expected to conduct themselves at all times in such a manner that their actions will not bring discredit to the County.

Prince George's County Charter, Article X and the Personnel Law, Sections 16-108, 16-193 and 16-195, establishes the ground rules for the behavior of employees in County government as well as appropriate actions for disciplinary infractions when necessary.

# To report fraud, waste, abuse, illegal acts or ethics-related concerns to the Office of Ethics and Accountability (OEA), please use one of the two options below:

- Call the Ethics Hotline at 301-883-6591, Monday through Friday, 8:30 a.m.—5 p.m.
- Submit an online complaint 24 hours a day, 7 days a week at: <u>https://pgcgovt.secure.force.com/ethics/PGC\_OEA\_Ethics\_Complaint?formType=ec\_</u>

#### NOTE: Reporters can remain anonymous.

If you should have any questions or concerns, please contact the Office of Ethics and Accountability (OEA) at 301-883-3445.

# **Employee Rights**

#### **Equal Employment Opportunities/Diversity Policies**

The Prince George's County Government is committed to Equal Employment Opportunity (EEO) for all employees and applicants and ensures that its workforce is as diverse as the community it serves.

The County's EEO policy is described in Section 16-109 of the Personnel Law and in Executive Order Number 15-2000. Equal Employment Opportunity means that no employee or applicant for employment will be discriminated against because of age, race, sex, creed, color, religion, national origin, political or union affiliation, marital status, physical or mental disability, or other factors not based on merit. To ensure that there is equality in the application of all personnel actions, the Office of Human Resources Management routinely monitors the areas of recruitment, selection, classification, promotion, and training.

The County utilizes strategies and actions for achieving fair representation of minorities, females, and persons with disabilities in the County's workforce. The County's EEO/Diversity Plan includes changes in the employee complement from year to year which, reflects progress toward our goal of eliminating under-representation of minorities and females in the County's workforce.

#### **Employee Rights Under the Personnel Law**

Division 14, Sections 16-199 through 16-205 of the Personnel Law, establishes a grievance procedure to ensure that all employees receive a prompt and equitable review of their employment complaints.

Generally, a <u>grievance</u> is defined as a complaint by an employee where action(s) by the employee's appointing authority or supervisor with respect to the employee's working conditions, pay or status is/are unfair, inequitable, arbitrary and capricious, or illegal.

Under the Personnel Law, grievances <u>do not</u> include appeals of disciplinary actions or separations from employment. These actions are considered <u>adverse actions</u> and non-union employees should follow the specific procedures outlined in the Personnel Law, Section 16-201, if they wish to appeal an adverse action. Employees represented under a collective bargaining agreement <u>may be</u> <u>required</u> to follow the grievance procedure outlined in the applicable agreement.





# PRINCE GEORGE'S COUNTY GOVERNMENT NOTICE UNDER THE AMERICAN WITH DISABILITIES ACT AMENDMENTS ACT

In accordance with the requirements of Title II of the Americans with Disabilities Act Amendments Act (ADAAA), the County will not discriminate against qualified individuals with disabilities on the basis of disability in the County's services, programs, or activities.

*Employment:* The County does not discriminate on the basis of disability in its hiring or employment practices and complies with all regulations promulgated by the U.S. Equal Employment Opportunity Commission under Title I of the Americans With Disabilities Act (ADA) and the American With Disabilities Act Amendments Act (ADAA).

*Effective Communication:* The County will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in the County's programs, services, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing, or vision impairments.

*Modifications to Policies and Procedures:* The County will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all County programs, services, and activities. For example, individuals with service animals are welcomed in County offices, even where pets are generally prohibited.

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a County program, service, or activity, should contact the County's ADA Compliance Manager as soon as possible, but not later than 48 hours before the scheduled event. If you believe that a County program, service, or activity is not accessible to persons with disabilities, please direct your complaint to **ADA Compliance Manager at (301) 265-8450**/ Maryland Relay 711.

The ADA does not require the County to take any action that would fundamentally alter the nature of its programs or services, or impose an undue financial or administrative burden.

The County will not place a surcharge on a particular individual with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy, such as retrieving items from locations that are open to the public but are not accessible to persons who use wheelchairs.

Prince George's County Department of Family Services Aging and Disabilities Services Division (301)-265-8450 / Maryland Relay 711

#### **Employee Rights Under the Labor Code**

Section 908 of the Prince George's County Charter provides for employees, with certain exceptions, to have the right to organize and bargain collectively. The County's Labor Code contains rules, regulations, and procedures for establishing units appropriate for collective bargaining, designating or selecting bargaining representatives and defining remedies for unfair labor practices. Employees who exercise the right to bargain collectively are subject to the terms and conditions of their negotiated labor agreements.

#### PRINCE GEORGE'S COUNTY GOVENRNMENT

#### COLLECTIVE BARGAINING AGREEMENTS

#### SALARY SCHEDULE A

Council 67, American Federation of State, County and Municipal Employees and its Affiliated:

Local 1170 (Supervisory employees in the Health Department, Department of Family Services and Department of Housing and Community Development),

Local 2462 (Employees in Department of Public Works and Transportation, the Department of Environmental Resources and Department of Permitting, Inspections and Enforcement),

Local 2735 (Employees in the Office of Central Services and Department of Housing and Community Development), and Local 3389 (Employees in the Health Department and Department of Family Services)

#### SALARY SCHEDULE D

Prince George's Correctional Officers' Association, Inc. (Correctional Officers in the Department of Corrections)

#### SALARY SCHEDULE H

Prince George's Professional Fire Fighters Association, Local 1619 (Civilian Employees in the Fire Department)

#### SALARY SCHEDULE L

Fraternal Order of Police Lodge 89 (Police Officers)

#### SALARY SCHEDULE P

**Prince George's Police Civilian Employees Association (PCEA)** - (Civilian employees in the Police Department, Vehicle Audit Unit of the Department of Environmental Resources and Dispatch Aides and Emergency Dispatchers in the Office of Homeland Security (OHS)

#### SALARY SCHEDULE Q

**Prince George's Correctional Officers' Association** - (Civilian Clerical, Administrative and Professional Employees in the Department of Corrections)

#### SALARY SCHEDULE W

Fraternal Order of Police, #112, Prince George's County Sheriff's Lodge, Inc.

#### SALARY SCHEDULE X

Council 67, American Federation of State, County and Municipal Employees and its Affiliated Local 241 (School Crossing Guards in the Police Department)

#### SALARY SCHEDULE Y

Prince George's Professional Fire Fighters Association, Local 1619-(Paramedics, Fire Fighters, and Fire Fighter/Medics)

#### SALARY SCHEDULE Z

Deputy Sheriff's Association of Prince George's County, Inc. (Civilian Employees in the Office of the Sheriff)

## **Employment Status**

- **Probationary Status** any employee who is newly appointed or reappointed to a position in the classified service and who is required to complete a probationary period. All probationary status employees are entitled to the rights and benefits specifically granted to permanent status employees **except** provisions with respect to appeal and grievance rights, and retention rights under a separation-reduction-in-force action. The "probationary period," as defined herein, shall not apply to any employee occupying any position in the classified service under the terms of temporary/provisional, temporary/ emergency, or limited-term appointment.
- **Permanent Status** any employee who has satisfactorily completed a probationary period in accordance with personnel procedures. The permanent status employee is entitled to all the rights and benefits granted under the Personnel Law to classified service employees.
- Limited Term Status any employee appointed, reassigned, transferred or promoted to a classified service position where such position has been vacated by the incumbent due to an extended period of leave without pay, not to exceed one (1) year; or, under adverse action(s), pending appeal; or, other personnel action, where the incumbent may exercise return rights to the position. Limited-term status also refers to employees who are appointed to positions created exclusively for use as part of an internship program; or a program established for the employment of senior citizens, individuals with disabilities, students, trainees and similarly situated person; or a program implemented pursuant to a public or private grant, or other financial agreement where there is sufficient funding to provide full employee benefits or permanent employment.

## **Position Descriptions**

A position description (Form 544) outlines the duties, tasks, responsibilities and performance standards of a position. The details included are the basis for personnel actions relating to position classification, recruitment, examination, selection, training and performance appraisals. Within the first few weeks of employment, you should meet with your supervisor to discuss your position description to ensure you are aware of what is expected of you on a day-to-day basis.

## **Probationary Period**

Pertinent information regarding the probationary period can be found in Personnel Law, Section 16-169 through 16-173 as well as in Personnel Procedure 213—Probationary Period Duration.

# **Performance Evaluation Policy**

The performance management system is intended to ensure that each employee's performance is evaluated, at a minimum, on an annual basis during his/her employment. The performance management system also:

- (1) Establishes an objective and equitable method for computing official performance evaluations;
- (2) Provides for efficient and confidential processing of completed performance evaluation forms; and,
- (3) Uses the results of the performance evaluation as a basis for adjusting base salaries, training, rewarding, reassigning, demoting, retaining and dismissing employees.

#### Employees receive three types of official performance evaluations:

- (1) Mid-point during the probationary period;
- (2) Yearly, prior to the anniversary date; and,
- (3) At the time of a promotion, demotion, transfer or reassignment if the employee was supervised by the current supervisor for at least 90 calendar days.

#### Actions based on performance evaluations:

#### **Probationary Employees**

- Conversion of a probationary employee to permanent status, if the performance evaluation has an overall rating of "satisfactory" or better.
- Demotion or pay reduction based on a performance evaluation of "less than satisfactory"; or,
- Dismissal based on a performance evaluation of "less than satisfactory."

#### Permanent Employees

- Pay (merit) Increases, when appropriate;
- Recognition and incentive awards; and,
- Placement on applicable retention registers.

For more information on the performance evaluation policy, please refer to Personnel Procedure 217—Performance Management System, which can be downloaded and printed from the County's intranet.

## Compensation

## Salary Schedules (Council Resolutions)

The salary schedule is an official document which determines the rate an employee is to be paid. There are fifteen (15) different Salary Schedules. The **General Salary Schedule** or **"G"** Schedule determines the salary for all non-union employees. Other salary schedules represent the rates of pay for employees who are members of a bargaining unit or are officials outside of the **"G"** Schedule.

## **Overtime Pay**

Full and part-time employees allocated to certain classes on the General Schedule shall be eligible to earn overtime pay for each hour or part thereof worked in excess of the number of productive hours constituting the standard workweek for full-time employees. Employees represented by a collective bargaining agreement may differ. Normally, the standard workweek for full-time employees is 40 hours. However, in some instances, such as with rotating shift schedules, the number of full-time productive hours in the "standard" workweek may vary.

The rate of overtime pay for employees allocated to classes within the General Schedule shall be equal to one and one half (1.5) times the employees' regular hourly rate. All work hours shall be considered productive hours for overtime computation purposes.

Employees assigned to the General Schedule Grades 21 through 24, inclusive, shall be entitled to earn overtime pay **only** upon the **written** approval of the appropriate Appointing Authority.

Employees assigned to General Schedule Grades 25 and above shall be entitled to earn overtime pay **only** upon the **written** approval of the Chief Administrative Officer.

*Note:* The County's overtime pay policy is based upon its fiscal position. Employees should direct questions regarding overtime pay to their Appointing Authority

## Salary (Merit) Increases

When the budget appropriates monies, County employees receive salary increases by:

• <u>Pay Increases</u>: Given annually if overall job performance has been rated satisfactory or better during the past year. Your pay increase will normally occur on the anniversary of

your hire date. Employees covered by a collective bargaining agreement receive pay and other salary increases as stipulated in their respective collective bargaining agreement.

- <u>Cost of Living Increases</u>: For General Schedule employees, an increase is granted annually at the discretion of the County Executive. These salary increases vary in amount and effective date. Employees covered by a collective bargaining agreement should check their contracts for cost of living increase information.
- <u>Competitive and Non-Competitive Promotions</u>: When an employee is promoted, a salary increase of approximately ten percent (10%) is added to the employee's base salary rate unless otherwise specified in the collective bargaining agreement, or based on placement within the salary range. Refer to Personnel Procedure 208 - Methods and Procedures for Filling Positions for the County's policy on promotions.

## Workweek

The workweek is the seven (7) consecutive day period commencing at 12:01 a.m. Sunday and ending the following Saturday midnight. The standard number of hours in the workweek for full-time employees is 40 productive hours.

Appointing Authorities may assign full-time employees to work schedules involving rotating shiftwork, which may not provide for a standard number of productive hours within a workweek. The number of hours in the workweek for these employees may average 40-42 productive hours.

## Work Schedules

Work schedules are the written schedules of the required daily hours of work within a workweek prescribed by an Appointing Authority for individual employees and/or various groups or units of employees under the Appointing Authority's jurisdiction as approved pursuant to Personnel Law Section 16-114. Work hours are defined on your position description (Form 544).

## **Designation of Meal Periods**

Except for employees assigned rotating shift work schedules, any employee who works five (5) or more hours in any workday shall receive an unpaid one-half (.5) hour meal period during that workday. Employees assigned to rotating shift work schedules averaging 40-42 productive hours shall be eligible for a meal period, as defined by the Appointing Authority, within the productive workday.

## Time and Attendance

The county uses an electronic time and attendance program to help automate payroll. Employees are able to use various approved methods to punch-in at the beginning of their workday or shift, and punch-out at the end of their workday or shift. The program also allows employees to electronically submit requests for leave, as well as monitor their hours of work and leave balances. Employees should consult with their supervisors for departmental/agency policies regarding using the electronic time and attendance program.

## Pay Days

Employees will be paid on a biweekly basis (every two weeks). The pay period covers two full workweeks (see page 36 for explanation of a workweek). There are typically 26 pay periods within a calendar year. New employees whose hire date is at the beginning of a new pay period should expect a four-week time lapse between their first day of work and their first pay check.

## **Payroll Deductions**

Every County employee has deductions taken from his/her biweekly pay. Those deductions that are mandatory include:

- Federal Income Tax
- State/County Income Tax
- Social Security
- Supplemental Pension Plan
- Monthly Life Insurance Tax (when applicable)

## Direct Deposit / Pay Advices

All employees are <u>required</u> to have pay checks directly deposited into any bank, credit union, or other financial institution. A participant can change his/her financial institution or bank account at anytime using the County's Employee Self Service (ESS) portal. Additionally, pay advices will be available electronically through ESS. New employees will receive training on how to use ESS. Contact your departments' human resources liaisons for more information.

Note: Failure to timely complete the direct deposit process may result in a delay in receiving your wages.

### Time - Off

Leave refers to any time that an employee is not at work when regularly scheduled. The two most common types of leave used are annual leave and sick leave. These are the only types of leave that are accrued each pay period.

Any classified employee (full or part-time) in a leave without pay status for more than two working days (or 16 hours) during any pay period is not eligible to earn leave during that pay period.

### **Annual Leave**

Annual Leave is paid leave granted to employees for their personal use such as vacation. All fulltime classified employees must be in a pay status at least 64 hours during a pay period to be eligible to earn annual leave. Employees who work on a permanent part-time basis for 40 or more hours per pay period will earn leave on a pro-rated basis according to the number of hours reported for each pay period. (See Chart #1 for annual leave accrual rates)

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Hours Worked	Anı	nual Leave Accum	ulation
Per Pay Period	Years of Service		
	0 – 3	4 – 15	16 +
40-49	2.0	3.0	4.0
50-59	2.5	3.8	5.0
60-69	3.0	4.5	6.0
70-79	3.5	5.3	7.0
80	4.0	6.0	8.0

#### **Annual Leave Request and Approval Process**

Annual leave must normally be approved by an employee's supervisor in advance of use. Therefore, requests for annual leave should be made in advance or as stipulated by departmental rules and must be submitted to the employee's supervisor. Generally, the employee should submit annual leave requests for less than five (5) days to their supervisors as soon as the employee is aware of the time of expected use. Annual leave requests for five (5) or more days should be requested at least fourteen (14) calendar days in advance of the anticipated leave period. Supervisors are required to make a timely response to annual leave requests; however, if a supervisor does not respond to an employee's request within three (3) business days after the leave request is submitted or the day before the requested leave, whichever is earlier, the employee may go to the next highest supervisor for approval. When an employee's annual leave request is denied, the supervisor and employee will establish a mutually agreeable alternative leave period.

An employee should not request annual leave in an amount which exceeds the annual leave balance on the employee's pay check stub. However, leave may be advanced to an employee if warranted and necessary. Advanced leave must be approved by an employee's Appointing Authority and cannot exceed a combined total of ten (10) working days of annual and sick leave in one year.

#### Disposition of Annual Leave Upon Separation

An employee separated or dismissed from County employment is entitled to receive a lump sum payment for the employee's annual leave balance accumulated through the last full pay period immediately prior to the separation date, calculated at the employee's final base hourly rate of pay up to 360 hours.

Employees may elect to retain all or any portion of their annual leave balance credited to their leave record for the period of time equal to their eligibility for reappointment as determined in accordance with Personnel Law Section 16-148(a)(8).

#### Prior Service Credit

Although annual leave earning rates generally are based on an employee's continuous classified County service, employees in a current active employment status who are eligible to earn annual leave can receive credit for time in exempt employee status (temporary, provisional, emergency, seasonal), previous County service (classified or exempt), or service in an agency funded, wholly or in part, by the County. To obtain Prior Service Credit, an employee must submit a written request to the Director of the Office of Human Resources Management that includes written verification of employment from the agency in question within one (1) year of date of return to County service. Upon verification, the previous service will be credited for purposes of computing the annual leave earning rate. Time in limited-term grant funded positions, contractual employment, employment periods for which an employee receives a retirement payment from the county, or any employee terminated for cause are **not eligible** for Prior Service Credit.

### Sick Leave

All permanent full-time and part-time (those working at least 40 hours per pay period) employees are eligible to earn sick leave. Part-time employees earn leave on a pro-rated basis according to the number of hours reported in a pay period. (See Chart #2 for sick leave accrual rates).

Chart #2

Hours Worked	Sick Leave Accumulation	
Per Pay Period	All Years of Service	
40-49	2.3	
50-59	2.9	
60-69	3.5	
70-79	4.0	
80	4.5	

#### Sick Leave Request and Approval Process

Sick leave can be used as accrued; however, such leave requests must be approved by an employee's supervisor and may be granted for the following reasons:

- Sickness, disability or serious health conditions which incapacitates an employee. The term "serious health condition" means an illness, injury, impairment or physical or mental condition that involves patient care in a hospital, hospice, or residential medical care facility or continuing treatment by a health care provider;
- Necessary medical or dental appointments, which cannot be scheduled during nonworking hours;
- Confinement at home because of quarantine;
- Illness or serious health condition of a family member provided that the term "family member" shall include an employee's spouse, parent, mother-in-law, or father-in-law, grandchild, grandparent, or child (biological, adopted, step, foster children or legal ward);
- Birth of a child of the employee and care for such child;
- Placement of a minor child with employee for adoption or foster care; or,
- Death of a family member not to exceed five (5) working days; provided that the term "family member" shall include the employee's spouse, child (step-child and/or adopted), parent, grandparent, grandchild, brother, sister, stepbrother, stepsister, brother- or sister-in-law, mother- or father-in-law, or son- or daughter-in-law.
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- A General Schedule employees may request Administrative Leave for bereavement. Up to three (3) days of Administrative Leave can be granted for spouse, child, and/or parents. Up to one (1) day of Administrative Leave can be granted for all other "family members".
- ▲ Employees covered under a collective bargaining unit should refer to their bargaining agreement for the bereavement leave policy.

As a condition of sick leave approval, Appointing Authorities <u>may</u>, at their discretion, require employees to submit certification of illness or treatment from a licensed physician. When sick leave is exhausted, employees may request advanced sick leave.

There is no limit on the amount of sick leave an eligible employee may accumulate in any leave year. Unused sick leave balances will be automatically carried forward to the next leave year.

#### Sick Leave Donations

The County allows for voluntary leave donations to provide for continued income for all or part of the anticipated duration of an illness. For the purposes of leave donation, "illness" includes complications or illness resulting from pregnancy and a reasonable period for the purpose of child care.

#### Disposition of Sick Leave Upon Separation

Employees will not receive a lump sum cash payment for sick leave balances upon separation from the County. However, upon retirement, employees are entitled to receive credit on unused leave as creditable service in accordance with the terms of the various pension plans. Employees can also choose to retain all or any portion of their sick leave balance with the County for the period of time equal to their eligibility for reappointment as determined in accordance with Personnel Law Section 16-148(a)(8) in the event of a return to County service.

## **Administrative Leave**

Administrative leave may be granted to full and part-time permanent employees for reasons such as, but not limited to: jury duty; witness in a criminal court; voting; training; educational courses directly related to work for up to 20 working days or 160 hours per annual leave year; volunteering in a County public or private school; investigation of misconduct; honor guard at burial services; inclement weather/emergency closing; and participation in a blood donor program.

During inclement weather, employees should call the Office of Emergency Management on (301) 952-4810 for a voice recording on the status of the County's work schedule.

## **Disability Leave**

Disability leave may be granted to all permanent, full-time and part-time employees who become disabled while performing their job duties. Any alleged job-related injury or illness must be reported **within twenty-four (24) hours of occurrence**, **NO MATTER HOW MINOR**. Delays in reporting an injury may result in an employee's denial for disability leave.

## Family and Medical Leave (FMLA)

Family and medical leave shall be granted to employees eligible to earn annual leave who have been employed by the County for at least twelve (12) months and who have been in a paid status for at least 1,040 hours during the previous twelve (12) months. Family and medical leave shall also be granted, for purposes of parental responsibilities associated with the birth or adoption of a dependent child, to an employee eligible to earn annual leave, regardless of the employee's length of service with the County. However the employee must meet the paid status requirement of 1040 hours. An employee may be **entitled up to fifteen (15) workweeks** of family and medical leave **during any 12-month period.** While covered under family and medical leave, an employee may use a combination of earned and available parental, sick, annual, personal, or compensatory leave for paid family and medical leave. To be eligible for family and medical leave without pay, employees must first exhaust all sick leave as part of his/her 15 workweeks. Requests for this leave category should be made at least 30 days prior to the expected use if foreseeable.

<u>Note</u>: Employee must also have been on any type of <u>paid status</u> for at least **1,040** hours in the 12 months immediately prior to the beginning date of leave.

## **Parental Leave**

Parental leave may be granted by the Appointing Authority to male or female employees who are eligible to earn annual leave, for the responsibilities associated with the birth of his/her natural dependent child or the adoption of a child. An employee is eligible to receive up to five (5) days or forty (40) hours of parental leave. This leave must be used within a 12-month period from the date of birth or adoption of the child and **must be requested in writing at least thirty (30) days prior to expected use if foreseeable.** These five (5) days are credited as a part of the fifteen weeks of FMLA.

## Leave Without Pay (LWOP)

Periods of 40 hours or less of LWOP may be granted to permanent County employees by appointing authorities, if the employee's absence will not jeopardize the County's best interests. With approval from the Director of the Office of Human Resources Management, periods of more

than forty (40) hours, but not to exceed one (1) year, may be granted if it is determined that the interests of the County will not be jeopardized due to the absence of the employee. Employees going on leave without pay <u>must</u> contact the Pension & Investments Administration and the Benefits Administration Divisions to make arrangements to continue their membership credit in their pension plans and health and life insurance prior to beginning their period of leave without pay.

## **Absence Without Leave (AWOL)**

If an employee is absent from work and has not been granted approved leave, the employee is considered to be absent without leave. Employees in this leave status are subject to disciplinary action up to termination.

## **Military Leave**

Paid leave up to fifteen (15) days of military leave may be granted to employees who are reservists or members of the National Guard of the United States or the Reserves ordered to active duty for the purposes of training or domestic emergency related disaster relief or civil disturbance. Military leave **without** pay may be granted by the Appointing Authorities in the event an employee enlists or is drafted into the United States Armed forces during a time of war or national emergency.

Note: See Military Supplement on page 53 of this handbook.

## **Compensatory Leave**

Employees who are otherwise entitled to earn overtime compensation may earn compensatory leave in lieu of overtime compensation. Certain salary schedules and collective bargaining agreements establish eligibility rates for compensatory leave; employees should refer to the appropriate salary schedule for eligibility and rates. No employee shall accrue more than 240 hours of compensatory leave. (Sworn personnel shall not accrue more than 480 hours).

## **Personal Leave**

Full-time employees are eligible for twenty four (24) hours of personal leave and part-time employees who are eligible to accrue annual leave are eligible for sixteen (16) hours of personal leave per year. Employees represented by a collective bargaining agreement may be different. Personal leave days must be taken by the end of the wage reporting year or they will be lost. Pertinent information regarding leave can be found in Personnel Law, Division 17 and Administrative Procedure 284—Administration of Employee Leave.

## Holidays

As one of the County's benefits, employees of the County receive pay for certain holidays. On a yearly basis, an Executive Order is issued identifying dates of observance for that year's official holidays. All employees must be in a pay status for the entire regular workday before and the entire regular workday after a holiday in order to receive holiday pay. The official County holidays are:

New Years Day Inauguration Day (every 4 years) Martin Luther King, Jr.'s Birthday President's Day Memorial Day Independence Day Labor Day Labor Day Native American Day Veteran's Day Thanksgiving Day Employee Appreciation Day (day after Thanksgiving) Christmas Day

The Personnel Law gives the County Executive authority to declare other holidays on a discretionary basis.

Employees represented by a collective bargaining agreement should refer to their contract for leave and holiday pay information.

## **Services for Employees**

## **Employee Assistance Program (EAP)**

The Employee Assistance Program (EAP) is a free confidential and professional service for personal and professional problems including substance abuse and emotional problems. The EAP also provides education and follow-up services, including referrals to more extensive programs providing longer term assistance. The County EAP uses a 24-hour Employee Help-Line (**877-334-0530**) to assist employees with problems that may be affecting their job performance or individual well being.

## **Child Day Care Center**

The County provides child care services through the Department of Parks and Recreation, for children of County, State, Board of Education and Park and Planning employees at two locations--5310 Judge's Drive in Upper Marlboro, Maryland and the Glenridge Elementary School, 7200 Gallatin Street in Landover, Maryland. The Glenridge center accepts children between the ages of two and five years. The Upper Marlboro center accepts children between the ages of two months and five years. Tuition costs are based on the age of the child. Center hours are 7:00 a.m. to 6:00 p.m. Monday through Friday at both locations. The infant/toddler (two months through two years) hours are from 7:00 a.m. to 5:30 p.m. For information on the Upper Marlboro center, call 301-952-3764; for the Glenridge center, call 301-918-8745. Amenities include: (1) morning and afternoon snacks (parents provide lunch); (2) cots; (3) large playground and gym; (4) well-balanced programs with accredited instructors regulated by the Health Department and a shuttle service to and from the CAB at lunchtime to allow parents to eat lunch with their child/children.

## **Credit Union**

The Prince George's Community Federal Credit Union is a non-profit corporation, which is owned and operated by enrolled members. The members also elect a Board of Directors to manage the organization. Each member has one vote regardless of the size of his or her savings account. All elected officers serve on a voluntary basis and receive no compensation for their services.

The Credit Union has four offices to serve employees:

- 1) CAB Branch, 1014 County Administration Bldg., Room L-210 Upper Marlboro, MD
- 2) Basil Branch, LGC Office 9201 Basil Court, Room 150 Largo, MD
- 3) Konterrra Branch, 6985 Muirkirk Meadows Drive Beltsville, MD
- 4) Hall Road Branch, 15201 Hall Road Bowie, MD

The CAB and Basil Branches are open from 8:30am – 4:00pm, Monday thru Friday. The Konterra Branch is open 9:00am - 5:00pm, Monday thru Friday and 9:00am – 1:00pm on Saturdays (has a coin machine FREE to members).

- <u>Membership</u>: Anyone who lives, works, worships, or volunteers in Prince George's County is eligible to join the Credit Union.
- <u>Enrollment</u>: To become a member of the credit union (open an account), you must deposit and maintain a \$50.00 balance in the Share Savings account to maintain membership. You are paid dividends on your savings monthly at varying rates of interest. Debit cards are available when a checking account is opened. PGCFCU debit cards can be used at any Cirrus, Star, and/or AllPoint ATM without incurring the surcharge, YES ABSOLUTELY FREE!
- <u>Deposits and Automatic Payroll Deductions</u>: There are two ways you can save in the Credit Union: payroll deductions per pay period or by cash deposits.
- Loans and Withdrawals: Personal, auto, and real estate loans are available to members at low interest rates.
- <u>Additional services</u> from the Credit Union include: 1) discount purchases of automobiles and appliances, 2) discount travel, 3) share draft checking accounts, 4) travelers checks, 5) IRAs, 6) CD's, 7) postage stamps, and 8) business services.

## **Military Supplement Pay Program**

The County enacted legislation to amend the Military Leave benefits for the purpose of providing for the payment of a salary supplement and eligibility for continuation of health care benefits to employees who are ordered to active duty in the National Guard of the United States or the Reserves as a result of ongoing military action. The program allows the County to provide supplemental income to military personnel to ensure income during deployment is equivalent to their County base pay. (CR-19-2019 continues benefits until March 1, 2021.)

## Employee Development, Training and Educational Opportunities

The Office of Human Resources Management's **Training and Career Development Institute** is committed to providing the highest quality training available in order to meet the County's mission and the professional and personal development goals of its employees. The County's commitment to employee development is demonstrated by its continuous efforts to identify and refine a variety of training programs and courses for employee participation. We hope that as a new employee you will begin to take advantage of these opportunities to ensure your own career growth.

The Training and Career Development Institute (TCDI) offers a variety of courses within a competency-based training structure. The list of courses, the course descriptions, job competencies, length of the course (number of hours), eligibility requirements and prerequisites can be found in the Catalog of Learning Opportunities and/or the class announcement found on the County's intranet (http://pgcintra).

#### **Registration and Selection**

All courses are open to every County employee, subject to eligibility and approval from his/her department/agency. The registration process for courses is designed to ensure accessible training for all employees. Employees may register themselves for training, or their supervisor may submit a registration request for them. Employees may be eligible to attend courses appropriate for their individual development needs or for career mobility.

Check the current course catalog for instructions on submitting registration/referral forms to attend courses offered by TCDI. The catalog and registration forms can be found on the County's intranet and are available through the Human Resources Liaisons/Training Coordinators within each department/agency. Registration forms should be submitted to: The Office of Human

Resources Management, Attention: Training and Career Development Institute via County mail or via fax at (301) 883-6119.

#### Selection Process

Written confirmation of course attendees is sent via email directly to employees who are selected to attend the course. For those employees who do not have a County email, their respective Human Liaisons/Training Coordinators are notified and expected to make those employees aware that they are selected to attend the course.

#### Course Attendance

Training courses are offered during normal business hours. In order to ensure that operations are minimally affected, supervisors are reminded to plan adequately for agency/employee absences while they attend these training courses.

Employees are expected to attend the **entire** course. Any absences will be reported to the departmental Training Coordinator. Should enrollees need to cancel their participation, they **must** notify the Office of Human Resources Management three (3) working days prior to the start date of the class.

#### Training Locations

The County strives to provide an environment conducive to learning. Classes are held in classrooms with audio-visual equipment and functional furniture. All training locations will be indicated in the course announcement and confirmations. To discuss any special accommodations for **participants with disabilities**, such as interpreters for the hearing impaired, contact your departmental Training Coordinator approximately **three (3) weeks in advance** of the course's start date so that arrangements can be made with the Office of Human Resources Management.

#### **Specialized Training and Development**

Your agency may offer specialized training courses or programs designed to develop specific skills, knowledge and abilities associated with your job assignment. For further information, contact your supervisor and your departmental Training Coordinator or Human Resources Liaison.

#### Employee Incentive Awards Program

The Office of Human Resources Management maintains an Incentive Awards Program designed to recognize employees whose ideas or outstanding performance have contributed to the efficiency of the Prince George's County Government.

The Employee Incentive Awards Program, explained in **Administrative Procedure 216**, describes the qualifications for Dedicated Attendance Awards, Agency Awards, and the County Executive Awards. The award types are:

- Honorary
- Creativity
- Employee of the Month
- Employee of the Year
- Dedicated Attendance
- Special Achievement
- Exemplary Performance
- County Executive Employee Awards

## **Safety First**

## **Employee Photo Identification System**

Personnel Procedure 211 (appendix) addresses the County's policy which requires employees to visibly wear an identification badge while in County-operated facilities and while conducting County business. Employees should notify their department/agency's Human Resources Liaison immediately if their ID card is lost, stolen, or damaged and needs to be replaced. There may be a fee associated with replacing lost ID cards, as well as a fee should the ID not be returned when employees separate from County government.

## **Managing Workplace Disturbances**

Administrative Procedure 513 (appendix) outlines the County's policy against workplace disturbances (violence) and details guidelines to help employees with anticipating, defusing and dealing with disturbances in the workplace. Your agency is responsible for giving you information on the procedure and safety information for your agency.

## Substance Use and Abuse in the Workplace

Administrative Procedure 224 (appendix) outlines the County's policy against the use, sale or possession of controlled dangerous substances and/or alcohol in the workplace. The policy expects employees to be in a condition to perform their duties throughout the workday. 'On-the-job' involvement by employees with drugs and/or alcohol will not be tolerated and will be handled in accordance with the discipline provisions of Sections 16-193 and 16-194 of the Personnel Law. This policy applies to all County employees.

In addition to the Substance Abuse Policy, the County provides two additional policies which establish a drug and alcohol-free work environment for two specific groups of employees. These employees, performing safety-sensitive functions, are subject to federal rules for random drug and alcohol testing procedures from the Department of Transportation. Alcohol and Substance Abuse Testing Requirements for Commercial Motor Vehicle Drivers (AP 224-A) and the Alcohol and Substance Abuse Testing Policy for Paratransit Services (PP-224-B) address the County's alcohol and drug policy for these specialized job functions.

## **Electronic Information Use**

Administrative Procedure 119 (appendix) outlines the County's policy on the use of all electronic information. This includes, but is not limited to, the network, voice mail, Internet, Intranet, and the creation of or access to electronic data. The policy identifies acceptable and proper use of the electronic information equipment and systems. Questions regarding the system and equipment should be directed to your agency's Information Technology (IT) Coordinator.

## **Risk Management**

Prince George's County Government is very concerned about its employees' safety. All unsafe or potentially unsafe conditions should be reported immediately to an employee's supervisor or Appointing Authority.

As employees of Prince George's County Government, you play a critical role. It is your responsibility to follow all County procedures as they relate to safety and security in the workplace.

#### Use of County Equipment and Safety Precautions

Employees are expected to use County equipment safely and carefully. Before using any piece of equipment, you are required to learn how to operate the equipment properly. This includes understanding the safety precautions associated with the equipment. To meet this responsibility, general employee safety regulations have been established for your protection. It is your responsibility to know and understand and observe them at all times. Examples of the regulations include:

- 1. Learn how to properly operate the equipment and always use safety devices.
- 2. Always report any unsafe working conditions to your supervisor.
- 3. Have any injury cared for at once, and report it to your supervisor immediately.
- 4. Always keep work tools and equipment in good condition.

Your supervisor will provide you with a complete list of safety rules and regulations. If you do not receive these, please ask your supervisor for one.

**Equal Employment Opportunity also** includes a prohibition against sexual harassment of County employees. All employees should be aware of the County's policy in this regard and know the definition of sexual harassment as it is described in Executive Order Number 61-1995. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for an employment decision affecting such individuals, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment. An "employment decision" includes, but is not limited to, promotions, initial employment, demotion, transfer, reassignment, pay, job status, or other job





## Harassment

## Prince George's County Government Policy

"Harassment is defined as unwelcome or unsolicited verbal or physical conduct that is sufficiently severe or pervasive that it interferes with an employee's job performance or creates an intimidating, hostile, or offensive working environment. Harassment based on race, sex, sexual orientation, color, religion, creed, country of national origin, political opinion, marital status, physical or mental disabilities, or physical appearance violates Prince George's County Government's policy.

Harassment can arise when unwelcome and offensive comments or conduct are directed at an individual, as well as when such comments and conduct are made in the workplace generally such that they create a hostile or offensive working environment for an individual." (Prince George's County Government, Administrative Procedure 221)

## Federal Policy enforced by the Equal Opportunity Commission (EEOC)

*"Harassment: a form of employment discrimination that violates Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, and the Americans with Disabilities Act of 1990 and the Americans with Disabilities Act Amendment Act (ADAAA)."* 

## Title VII of the Civil Rights Act

This law makes it illegal to discriminate against someone on the basis of **race**, **color**, **religion**, **national origin**, **and sex**. The law also makes it illegal to retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit. The law also requires that employers reasonably accommodate applicants' and employees' religious practices, unless doing so would impose an undue hardship on the operation of the employer's business.

Sexual Harassment is a form of sex discrimination that violates Title VII of the Civil Rights Act, whereas it is considered unlawful to harass a person (applicant or employee) because of their sex.

Sexual Harassment: Unwelcomed conduct of a sexual nature

Sexual Harassment includes:

- Unwelcomed sexual advances, and/or
- Requests for sexual favors and/or
- Other verbal/physical harassment of a sexual nature when:
  - ☑ The conduct explicitly or implicitly affects an individual's employment,
  - $\ensuremath{\boxdot}$  Unreasonably interferes with an individual's work performance, or
  - ☑ Creates an intimidating, hostile, or offensive work environment
- Types of Sexual Harassment
  - Quid Pro Quo: involving conduct of a supervisor or manager concerning a person over who, some employment control is exercised. The "submission to or [the] rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual."
  - Hostile Environment: "harassment that is sufficiently severe or pervasive to alter the conditions of [the victim's] employment and create an abusive working environment."
    - Harasser can be either a man or woman, and the victim and harasser can be the same sex
    - Harasser can be victim's supervisor, supervisor of another area, a coworker, or someone who is not an employee of the employer, such as a client or customer.

## Prince George's County Government's Policy

Prince George's County defines harassment as unwelcome or unsolicited verbal or physical conduct that is sufficiently severe or pervasive that it interferes with an employee's job performance or creates an intimidating, hostile, or offensive working environment. Harassment based on race, color, religion, disability, creed, sex, sexual orientation, political affiliation or country of national origin violates. Prince George's County Government's policy and will not be tolerated. Harassment can arise when unwelcome and offensive comments or conduct are directed at an individual, as well as when such comments and conduct are made in the workplace generally such that they create a hostile or offensive working environment for an individual.

#### What if I am a victim?

- Report the allegation within 30 days of the last occurrence
- If you are comfortable confronting the harasser, let them know you are uncomfortable with the offensive behavior
- Read the Administrative Procedure 221 to familiarize yourself with County's procedure for grieving harassment
- Anticipate full investigation

#### What if someone accuses me of harassment?

- Be cooperative
- Be prepared to confirm/deny allegations

#### What do I do if I witness harassment?

• Tell your supervisor immediately

#### Who do I contact?

- Your supervisor or appointing authority
- The Office of Human Resources Management, (301) 883-6330 1400 McCormick Drive, Largo, MD
- Human Relations Commission, (301) 883-6170 114741 Governor Oden Bowie Drive, Upper Marlboro, MD

## Filing a Complaint of Illegal Harassment

The County's Administrative Procedure 221—Grievance Procedure for Harassment Claims (appendix) defines unlawful harassment, including sexual harassment; provides a procedure for handling complaints; provides supervisors and managers with direction and guidance in dealing with harassment, including sexual harassment. Follow the procedure, and complete the attached form.

## Appendix

### Administrative Procedure 119

**Electronic Information Policy** 

**Personnel Procedure 211** Employee Photo Identification System

### Administrative Procedure 221

**Grievance Procedure for Harassment** 

## Administrative Procedure 224

Substance Abuse Policy

## Personnel Procedure 228

Fraternization Policy

## Administrative Procedure 255

**Employee Dress and Appearance** 

### Administrative Procedure 265

Sick and Safe Leave

### Administrative Procedure 270

Transgender and Gender Identity Policy and Guidance

## Administrative Procedure 513

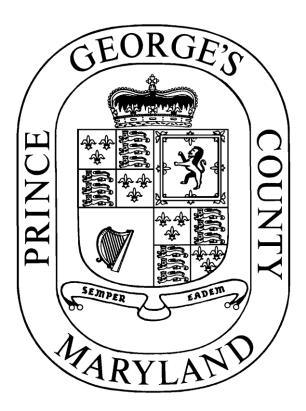
Managing Workplace Disturbances

## The Office of Human Resources Management

1400 McCormick Drive Suite 159 Largo, Maryland 20774

301.883.6330 phone 301.883.6468 fax

# New Employee Information



Prince George's County Government Office of Human Resources Management 1400 McCormick Drive, Largo, MD 20774 (301) 883-6330 <u>http://pgcintra</u>

## **EMPLOYEE INFORMATION SHEET**

**Public Safety** 

In 1971, the **Office of Human Resources Management** became part of the Executive Branch of government to administer the personnel policies established by Charter or by law. The Director of Human Resources Management is responsible for administering the personnel policies of the County and advising the County Executive on all personnel issues. The **Office of Human Resources Management** is divided into the following functional divisions: Administration; Benefits Administration; Employee Services and Labor Relations; Pensions and Investments Administration, Public Safety Investigations and Recruitment, Examination and Classifications.

Employees covered by collective bargaining agreements shall follow procedures as specified in their respective agreements and/or salary schedules. If the agreement or salary schedule does not specify procedures or is silent, the Personnel Law and Personnel Procedures apply. If the agreement conflicts with these procedures, the agreement prevails.

#### OHRM Reception Desk - (301) 883-6330

#### **PROBATIONARY PERIOD**:

For sworn personnel in public safety classes, the probation period is equal to the duration of the basic training period at the academy plus twelve months.

#### LEAVE:

#### ANNUAL

4 Hours per pay period for the first three (3) years = 13 days per year 6 Hours per pay period beginning fourth (4<sup>th</sup>) year through the fifteenth (15<sup>th</sup>) year = 20 days per year 8 Hours per pay period beginning the sixteenth (16<sup>th</sup>) year = 26 days per year

Note: Employees are only allowed to carry over up to 360 hours of annual leave per year.

#### SICK

4.5 Hours per pay period for a total of 15 days a year for all employees.

#### MILITARY

15 days paid leave per year. The Director of Human Resources Management may grant leave without pay for additional military responsibilities.

The County also has a supplemental pay program for military personnel who are deployed. Please contact the Office of Human Resources Management for details.

#### PERSONAL

Full-time public safety employees are eligible for personal leave based on their union bargaining agreements. Personal leave *must* be used before the end calendar year -- NO CARRYOVERS ARE ALLOWED. Check your bargaining agreement as it MAY also list other discretionary/personal days.

#### ADMINISTRATIVE

May be granted to employees for such reasons/activities as, but not limited to: jury duty, blood donation, witness in a criminal case, investigation of misconduct' honor guard' inclement weather/emergency closing, training, volunteering in a County public or private school (up to 20 hours per calendar year), and educational courses directly related to the employee's work (as determined by the employee's appointing authority). The Director of Human Resources Management must approve each education leave request in advance. The leave shall not exceed 20 working days or 160 hours per annual leave year.

#### DISABILITY

May be granted to all full and part-time classified employees disabled (injury/illness) in the as a result of performing their job tasks/duties. Any alleged job-related injury or illness must be reported to your supervisor within 24 hours of occurrence -- NO MATTER HOW MINOR -- in order to be eligible. Contact your agency's HR office or the OHRM Pensions & Investments Division for additional information as needed.

#### FAMILY and MEDICAL LEAVE ACT (FMLA)

All employees eligible to earn annual leave and have been employed by the County for at least 12 months and who have been in a paid status for at least 1,040 hours during the previous 12 months shall be granted FMLA. The only exception to the 12-month/1,040-hour rule is pregnancy. FMLA shall also be granted, for purposes of parental responsibilities associated with the birth or adoption of a dependent child, to an employee's eligible to earn annual leave, regardless of the employee length of service with the County.in the event FMLA is needed for child birth and the care of the child following the birth.

An employee shall be entitled to a total of **fifteen** (**15**) **workweeks** of family and medical leave during any twelve (12) month period, subject to 30-day advance written notice, if the need for leave is foreseeable. You use your sick, personal, annual leave and then leave without pay (LWOP). The approved FMLA leave will allow your benefits and retirement costs to continue to be covered.

#### PARENTAL

Granted by appointing authority to male or female employees who are eligible to earn annual leave for the responsibility associated with the birth of his/her dependent child or the adoption of a child. Employee is eligible to receive up to five days of parental leave (this is part of the fifteen (15) weeks of FMLA). Leave must be used within 12 months of the birth or adoption and written notice must be given thirty days in advance.

#### LEAVE WITHOUT PAY

Forty hours or less may be granted to permanent County employees by the appointing authority if the employee's absence will not disrupt the County's normal operations. With the approval of the Director of Human Resources Management, periods of more than 40 hours, but not to exceed one year, may be granted if it is determined that the normal operations of the County will not be disrupted as a result of the employee's absence. Prior to going on leave without pay, employees must contact the Pensions and Investments Administration and Benefits Administration Divisions to make arrangements to continue their health and life insurance and membership in their pension plan.

#### **ABSENCE WITHOUT LEAVE**

If an employee is absent from work and has not been granted approved leave, the employee is considered to be absent without leave. Employees in this leave status are subject to disciplinary action up to and including termination.

#### HOLIDAYS

Employees receive pay for holidays even though they are not required to work those days. (This may vary with different departmental operating procedures). On a yearly basis, an Executive Order is issued outlining the official holidays for the year. The official County holidays are:

New Year's Day Martin Luther King, Jr.'s Birthday Washington's Birthday Memorial Day Independence Day Labor Day Native American Day Veterans' Day Thanksgiving Day Employees' Appreciation Day Christmas Day

#### Public Safety Memorial Day: May Inauguration Day: Occurs every four (4) years and is considered a holiday.

The yearly Executive Order orders that the dates of observance of holidays apply to employees not covered by collective bargaining agreements, and to employees covered by collective bargaining agreements, where a holiday established by the Personnel Law is also a holiday established in the appropriate collective bargaining agreement without specifying the *date* of observance.

The Personnel Law gives the County Executive authority to declare other holidays on a discretionary basis.

## New Employee Orientation Program (NEOP)

Virtual Orientation FY 2020

OFFICE of Human Resources Management Angela D. Alsobrooks County Executive



## Welcome!

OFFICE of Human Resources Management

Angela D. Alsobrooks County Executive



## Webinar Reminders

- Mute your audio when you're not talking to limit background noise
- Ensure you can view the presentation screen
- "Raise" your hand in the webinar tool if you have any questions
- Unmute yourself if you want to talk
- Use the chat box to send any questions you have





## **Session Attendance**



- Please confirm your attendance when you hear your name
- Be sure to unmute your microphone so that we can hear you





## **Coronavirus Disease 2019 (COVID-19)**

## • What is Coronavirus?

COVID-19 is caused by a respiratory virus first identified in Wuhan, Hubei Province, China. This is a new virus that hasn't caused illness in humans before.

## • What is the County doing to protect employees?

Implementing situational telework schedules (no more than 2 days per pay period) to create social distance. Your agency will assess the factors for determining telework eligibility.

## What can I do to protect myself and others?

Take everyday preventative steps that are always recommended to slow the spread of respiratory illness like colds, flu and this virus. (i.e. Washing hands often with soap and water, using sanitizer, clean and disinfect frequently touched objects and surfaces)

## • Where can I find additional information?

You can find additional information and regular updates on government operations during the COVID-19 pandemic on OHRM's website at <u>http://ohrm.mypgc.us/</u>





## **New Employee Orientation Program Agenda**

9:00 – 9:30 AM	<b>County Overview &amp; Review of Materials</b> Center for Learning and Development
9:30 – 10:15 AM	<b>Completion of Onboarding Paperwork</b> Employee Services Division
10:15 – 11:00 AM	<b>Overview of County Benefits, Selection of County Benefits</b> Benefits Administration Division
11:00 – 11:45 AM	<b>Retirement/Pension Paperwork</b> Pensions and Investment Division
11:45 AM - 12:00 PM	Questions Next Steps
OFFICE of Human Resources Management	Angela D. Alsobrooks County Executive

## **County Overview & Review of Materials**

Center for Learning and Development



Angela D. Alsobrooks County Executive



## **Prince George's County Maryland**

- Prince George's County is one of 24 counties in Maryland
- Led by County Executive Angela Alsobrooks
- County Founded in 1695 (325+ years old)
- Government Founded in 1970 (50+ years old)
- 900,000+ County residents
- 24 County agencies

**Office of Human** 

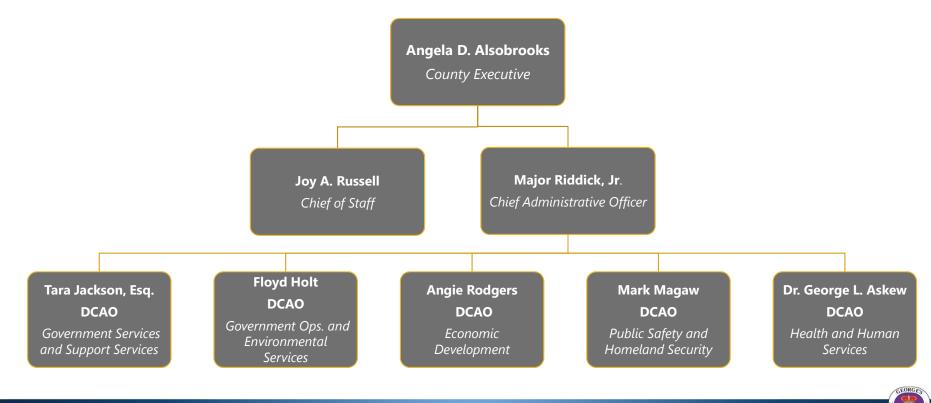
**Resources Management** 

OHRM

• 7,000+ County employees



## **County Government** | Executive Branch



OFFICE of Human Resources Management

Angela D. Alsobrooks County Executive



### **Onboarding Materials**

Packets of information and forms for all new hires to review, reference and complete:

- **1. Employee Onboarding Resources Packet** Information for you to review and reference as a new hire
- **2. Onboarding Paperwork Packet** Forms for you to review and complete as part of your new hire onboarding process



### **Onboarding Material #1 Onboarding Resources Packet**

- Packet of documents for you to review/reference to guide your onboarding experience and requirements.
- Packet Includes:

**Office of Human** 

**Resources Management** 

- Onboarding Handbook
- Orientation Presentation Handout
- Benefits and Pensions resources reviewed during orientation

New Employee O Duboarding Resources Y 2020 The resources included in this packe o reference and are reviewed as pa	earning. Performance, and Organizational Development <b>Drientation Program</b> <b>s Packet</b> ret provide onboarding guidance for new hires art of the onboarding orientation session.
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	art of the onboarding orientation session.
Table of Contents	
Item	OHRM Division
1. Onboarding Handbook	Center for Learning and Development
2. Public Safety Onboarding Handbook	Center for Learning and Development
3. NEOP Presentation Handouts	Center for Learning and Development
4. Benefits Enrollment Checklist	Benefits
5. Benefit Enrollment Instruction Guide	Benefits
<ol><li>Benefit Enrollment Instruction Guide</li></ol>	
	Benefits
S. Benefit Enrollment Instruction Guide     2020 Active Employees Benefits Guide     Schedule of Non-Public Safety Life Insurance	
6. 2020 Active Employees Benefits Guide 7. Schedule of Non-Public Safety Life Insurance	ce Benefits Benefits
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6. 2020 Active Employees Benefits Guide     7. Schedule of Non-Public Safety Life Insurance.     8. Non-Public Safety Long-Term Disability Sum     9. C0.67R Notice     10. 457b Handout     11. ICMA-RC Deferred Compensation Book     12. Ans Mutual Deferred Compensation Book     13. Police Pin One Pager	ce Benefits Benefits mmary Benefits Benefits Persions Pensions Pensions Pensions Pensions



# **Onboarding Material #2** Onboarding Paperwork Packet

- Onboarding paperwork required for new hires to complete
- Must be completed electronically and submitted via email to your Agency Human Resources Liaison within 48 hours after orientation session
- Agency HRL will verify and submit new hire's final paperwork packet with supporting documentation to OHRM

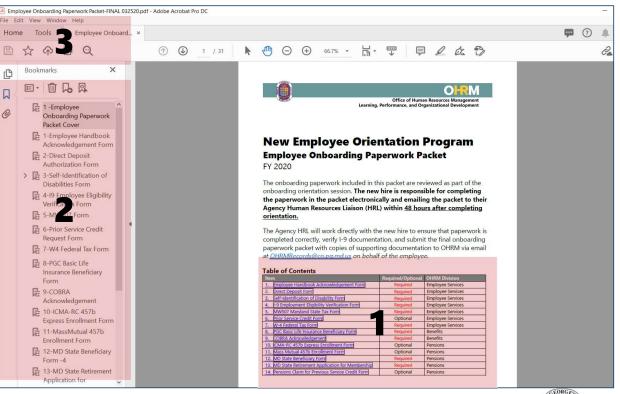
#### Office of Human Resources Learning, Performance, and Orc New Employee Orientation Program **Onboarding Paperwork Packet** FY 2020 The onboarding paperwork included in this packet are reviewed as part of the onboarding orientation session. The new hire is responsible for completing the paperwork in the packet electronically and emailing the packet to their Agency Human Resources Liaison (HRL) within 48 hours after completing orientation. The Agency HRL will work directly with the new hire to ensure that paperwork is completed correctly, verify I-9 documentation, and submit the final onboarding paperwork packet with copies of supporting documentation to OHRM via email at OHRMRecords@co.pg.md.us on behalf of the employee. **Table of Contents** 1. Employee Handbook Acknowledgement Form Employee Services 2. Direct Deposit Form Employee Service 3. Self-Identification of Disability For 4. I-9 Employment Eligibility Verification For Employee Services 5. MW507 Maryland State Tax Form 6. Prior Service Credit Form W-4 Federal Tax Form **Employee Service** 8. PGC Basic Life Insurance Beneficiary Fo 9. COBRA Acknowledgement Renefits 10. ICMA-RC 457b Express Enrollment Form 11 Mass Mutual 457b Enrollment Form Pensions 12. MD State Beneficiary Form Pensions 13. MD State Retirement Application for Membership 14. Pensions Claim for Previous Service Credit Form



Angela D. Alsobrooks County Executive

### **Navigating Your Onboarding Packets**

- 1. Each packet includes table of contents with links to navigate to specific documents in the packet
- 2. The bookmark icon displays a list of all documents in the packet. Click a bookmark on the list to view the document
- Be sure to save your packet to save the information you enter by clicking "File > Save As"



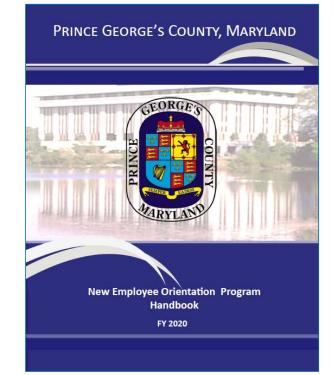




#### What Every Employee Should Know

#### **Onboarding Handbook** | Pages 27-35

- Personnel Law
- Administrative/Personnel Procedures
- Collective Bargaining Agreements
- Employee Rights
- Employee Status
- Position Description
- Probationary Period
- Performance Evaluation Policy



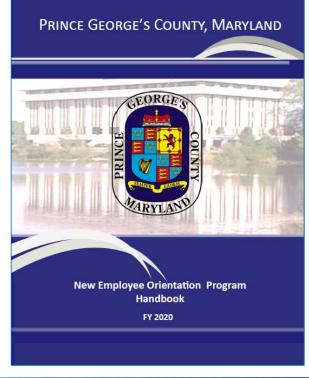


### **Compensation Overview**

#### **Onboarding Handbook** | Page 36-38

- Salary Schedules
- Overtime Pay
- Salary (Merit) Increases
- Work Schedules
- Designation of Meal Periods
- Time and Attendance
- Pay Days
- Direct Deposit

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### **Employee Leave**

All leave must be requested and approved by supervisor before use

#### **Annual Leave**

- Requests for leave of 5+ days should be made at least 14 days in advance
- Paid on Separation- Up to 360 Hours
- Prior Service Credit may be granted upon requests within 1 year of return or status change with County

#### **Sick Leave**

- Used for illness or serious health conditions for yourself and family as defined in Personnel Law
- Used for bereavement leave- not to exceed 5 working days

#### **Personal Leave**

- 24 hours (FT); 16 hours (PT)
- Employees eligible for annual leave are also eligible. Given yearly and must be used by the end of the year or will be lost
- Check collective bargaining agreements for details



#### **Leave Accrual Rates**

Hours Worked Per Pay Period		Leave Accum ears of Servic 4-15		Sick Leave Accumulation All Years of Service
40-49	2.0	3.0	4.0	2.3
50-59	2.5	3.8	5.0	2.9
60-69	3.0	4.5	6.0	3.5
70-79	3.5	5.3	7.0	4.0
80	4.0	6.0	8.0	4.5





### **Completion of Onboarding Paperwork**

**Employee Services Division** 

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### **Onboarding Documents** | New Hire Info

- Employee Handbook Acknowledgement Form
- Direct Deposit Authorization Form
- Self-Identification of Disability Form
- □ W-4 Federal Tax Form
- □ MW507 Maryland State Tax Form
- □ I-9 Employment Eligibility Verification Form
- Prior Service Credit Form





### Employee Handbook Acknowledgement Form

- Form acknowledges your receipt of Employee Handbook
- Review and sign the form

I hereby acknowledge that I have been given a copy of the Prince George's County New Employee Orientation Manual and it has been reviewed with me. I further acknowledge that the New Employee Orientation Manual is not a contract for employment. I further acknowledge that I am responsible for knowing and understanding the policies of the County Government which are outlined in the manual; and that should refer to the Personnel Law, any applicable collective bargaining agreement or the rules and procedures made pursuant to either, for an official statement of County policy. The following policies are enclosed in the New Employee Orientation Manual: • Administrative Procedure 119 – Electronic Information Policy • Administrative Procedure 211 – Employee Photo Identification System • Administrative Procedure 221 – Grievance Procedure for Harassment • Administrative Procedure 224 – Substance Abuse Policy • Administrative Procedure 513 – Managing Workplace Disturbances		WLEDGEMENT OF LOYEE ORIENATA	
contract for employment. I further acknowledge that I am responsible for knowing and understanding the policies of the County Government which are outlined in the manual; and that should refer to the Personnel Law, any applicable collective bargaining agreement or the rules and procedures made pursuant to either, for an official statement of County policy. The following policies are enclosed in the New Employee Orientation Manual: Administrative Procedure 119 – Electronic Information Policy Administrative Procedure 211 – Employee Photo Identification System Administrative Procedure 221 – Orievance Procedure for Harassment Administrative Procedure 224 – Substance Abuse Policy			
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Manual: Administrative Procedure 119 – Electronic Information Policy Administrative Procedure 211 – Employee Photo Identification System Administrative Procedure 221 – Grievance Procedure for Harassment Administrative Procedure 224 – Substance Abuse Policy	the policies of the Coun should refer to the Perso or the rules and procedu	ty Government which are ou onnel Law, any applicable co	tlined in the manual; and that llective bargaining agreement
Administrative Proceedure 211 – Employee Photo Identification System     Administrative Procedure 221 – Grievance Procedure for Harassment     Administrative Procedure 224 – Substance Abuse Policy	The following po Manual:	licies are enclosed in the New	v Employee Orientation
	Administrative Procee     Administrative Procee     Administrative Procee	dure 211 - Employee Photo I dure 221 - Grievance Procede dure 224 - Substance Abuse I	dentification System ure for Harassment Policy
	Print Name	Date	Signature





### **Direct Deposit Authorization Form**

- All employees must complete direct deposit form
- Must complete "Net Pay Deposit" section
- Include routing and account number on form

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Information can be changed at any time

	Payroll Form
Prince George's County, MD Office of Finance/Payroll Division	Direct Deposit Authorization
INSTRUCTIONS: (Call the Payroll Section at 1. Use this form to initiate direct deposit of yo 2. Allow up to 14 days to become effective.	(201) 992-3082 with questions or email to PayrollDepartment@co.pg.mid.us)         (201) 992-3082 with questions or email to PayrollDepartment@co.pg.mid.us)         up pay and any midunesments.         DO NOT LODE DISTING BANK ACCOUNT UNT. INST OPEORT IS RECEIVED IN THE NEW ACCOUNT.         01 McCommich Drive, Suite 1100, Largo, MD 20774.         Last 4 Digits of SS#         Last 4 Digits of SS#         Net pay and any midunesments.
Checking: New: Savings: Change: OPTIONAL FLAT AMOUNT D	ABA Routing Number:
Name of Financial Institution: Checking: New: Savings: Change:	Fixed deposit amount each pay period:
Name of Financial Institution:  Checking: New: Savings: Change: Control the above account(s) are located if authorize Prince George's Count() (PGC) and automatically into my savings or checking	
Employee Signature PAYROLL OFFICE USE ONLY: Processed by	Date Signed

### **Self-Identification of Disability Form**

- Used to self-identify any disability status
- Self-identification is voluntary
- Review list of codes and enter code on form
- Must enter a code even if you do not wish to self-identify (Code 01)
- Form is not included in your official personnel file

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Name (Last, First, Middle Initial)	ate of Birth (MM/YYYY) Last four digits of your SSN
Purpose:	
practices. While self-identification is voluntary, your coop	we data collection, analysis and reporting of the County's hiring ration in providing accurate information is important. Every vided by each employee is kept in the strictest confidence.
L Targeted Disabilities or Serious Health Conditions:	Other Disabilities or Serious Health Conditions:
<ul> <li>Developmental Disability, for example, autism spectrum disorder</li> <li>Traumatic Brain Injury</li> <li>Deaf or serious difficulty hearing, benefiting from, for example, American Signa Language, CART, hearing aids, a cochlear implant and/or other supports</li> <li>Blissing extremities (arm, leg, hand and/or foot)</li> <li>Significant mobility impairment, benefiting from the utilization of a wheelchair, scooter, walker, leg brace(s) and/or other supports</li> <li>Pissing extremities (arm, leg, hand and/or foot)</li> <li>Significant disflucture, benefiting from the utilization of a wheelchair, scooter, walker, leg brace(s) and/or other supports</li> <li>Patellectual disability</li> <li>Significant disfluctment, for example, bipolar disorders, schizophrenia, PTSD, or major depression</li> <li>Dwarfsm</li> <li>Significant disfluctment, for example, disfluctments, caused by burns, wounds, accidents, or congenital disorders</li> </ul>	13 - Speech impairment     11 - Spinal abnormalities, for example, spina bifda or scoliosis     41 - Non-paria/tic orthopedic impairments, for example,     dronic pain, stiffness, weakness in bornes or joints, some     loss of ability to use part or parts of the body     51 - HIV Positive/AIDS     22 - Morbid obesity     59 - Nervous system disorder for example, migraine     headaches, Parkinson's disease, or multiple sclerosis     810 - Gardiovascular or heart disease     31 - Bopression, anxiely disorder, or other psychiatric disorder     33 - Blood diseases, for example, sickle cell anemia,     hemophilia     43 - Diabetes     55 - Orthopedic impairments or osteo-arthritis     45 - Orthopedic impairments or osteo-arthritis     45 - Diabetes     48 - Cancer (present or past history)     94 - Learning disability or attention deficit/hyperactivity     disorder (ADD/AAHD)     95 - Gastrointestinal disorders, for example, Lubær. (DohrADID)     95 - Gastrointestinal disorders, for example, Lubær, fibromyalgia,     rheumadoid arthritis     97 - Liver disease, for example, Lubær, fibromyalgia,     rheumadoid arthritis     97 - Liver disease, for example, heatits or cirrhosis     99 - Hiotorn (disorder, for example, Lubær, fibromyalgia,     rheumatoid arthritis or cirrhosis     99 - Hiotorn (disorder)     40 - Loborne disorder, for example, Lubær, fibromyalgia,     rheumatoid arthritis or cirrhosis     99 - Hiotorn (disorder)     99 - Liborne disorder, for example, Lybus, fibromyalgia,     rheumatoid arthritis or cirrhosis     99 - Hiotorne disorder, for example, Lybus, fibromyalgia,     rheumatoid disorders, for example, Lybus, fibromyalgia,     rheumatoid disorders, for example, Lybus, fibromyalgia,     rheumatoid arthritis or cirrhosis     99 - Hiotorne disorder, for example, Lybus,     109 - Hiotorne disorder, for example, Lybus,     109 - Hiotorne disorder,     109 - Modorne disorder,     109 - Endocrine disorder,     109 - Endocrine disorder,     109 - Endocrine disorder,     109 - Endocrine disorder,

### W-4 Federal Tax Form

- Review instructions on pages 2-4 and complete each step on the form
- Sign in Step 5 to finalize your form
- Information can be changed at any time
- More information about how to complete the form can be found online at <u>https://www.irs.gov/newsroom/faqs-on-the-2020-form-w-4</u>

Department of the T Internal Revenue Se	reasury	<ul> <li>Complete Form W-4 so that your employer can withhold the correct federal income tax from your</li> <li>Bive Form W-4 to your employer.</li> <li>Your withholding is subject to review by the IRS.</li> </ul>	pay.	2020
Step 1:		Inst name and middle initial Last name	(b) S	ocial security nur
Enter Personal	Addin	955	► Doe	is your name mai
Information		or town, state, and ZIP code	card?	on your social se If not, to ensure y
	Cityo	or town, state, and 20 code	SSA a	for your earnings, it 800-772-1213 of Isa.gov.
		Single or Married filing separately		·
		Married filing jointly (or Qualitying widow(er)) Head of household (Check only if you're unmarried and pwy more than haif the costs of keeping up a home for yo	real a	nd a qualitaina indi
Complete Ste claim exempti	eps 2- on fro	4 ONLY if they apply to you; otherwise, skip to Step 5. See page 2 for more information m withholding, when to use the online estimator, and privacy.	non	each step, who
Step 2: Multiple Jobs	5	Complete this step if you (1) hold more than one job at a time, or (2) are married filing also works. The correct amount of withholding depends on income earned from all of the		
or Spouse		Do only one of the following.		
Works		(a) Use the estimator at www.irs.gov/W4App for most accurate withholding for this step		
		(b) Use the Multiple Jobs Worksheet on page 3 and enter the result in Step 4(c) below for rough		
		(c) If there are only two jobs total, you may check this box. Do the same on Form W-4 for is accurate for jobs with similar pay; otherwise, more tax than necessary may be withh		
		TIP: To be accurate, submit a 2020 Form W-4 for all other jobs. If you (or your spous income, including as an independent contractor, use the estimator.	e) har	ve self-employ
		-4(b) on Form W-4 for only ONE of these jobs. Leave those steps blank for the other jo you complete Steps 3-4(b) on the Form W-4 for the highest paying job.)	bs. (Y	our withholdin
	rate if	you complete Steps 3-4(b) on the Form W-4 for the highest paying job.) If your income will be \$200,000 or less (\$400,000 or less if manied filing jointly): Multiply the number of qualifying children under age 17 by \$2,000 <b>▶</b> <u>\$</u>	be. (Y	our withholdin
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### **MW507 Maryland State Tax Form**

- Read instructions and use worksheet on page 2
- Complete and sign the form on page 1
- Prince George's County Government will only take Maryland taxes out of your check •
- If you live in another state you will have to plan to set those state taxes aside to pay at the end of the year
- Contact your state taxation office on how to pay taxes if you live outside of Maryland •

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Under the penalty of perjury, I further certify that I am entitled to the number of withholding allowances daimed on line 1 above, or if claiming exemp from withholding, that I am entitled to claim the exempt status on whichever line(s) I completed.	Constraints and a constraints a give of above 1 here have 1 and a memory and a second and a second a secon	and the engineer within 10 dies after the dange according     constrained by the second
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MARYLANE MW507

Angela D. Alsobrooks County Executive



### I-9 Employment Eligibility Verification Form

- Employee should only complete section 1 of the form
- Your must provide verification documents
  (1) in person to your Agency HR Liaison OR
  (2) via email to <u>OHRMRecords@co.pg.md.us</u>
- You must provide two (2) forms of acceptable identification:

(1) U. S. Passport, or Alien registration receipt card with photo, or

(2) Valid driver's license and social security card, or(3) Valid driver's license and certified copy of birth certificate.

• Reference page 2 of I-9 form for a full list of acceptable identification

		mployment Department S. Citizenship	of Hom	eland Securi	ity			USCIS Form I-9 OMB No. 1615-00- Expire: 10/31/202
► START HERE: Read Instru during completion of this for ANTI-DISCRIMINATION NOT employee may present to esta documentation presented has Section 1, Employee	rm. Employers an NCE: It is illegal to ablish employment a future expiration	e llable for error discriminate agai authorization and date may also o	s in the c Inst work-i I identity. onstitute ii	ompletion of th authorized indivi The refusal to hi liegal discriminal	le form. duals. Employen re or continue to lon.	s CANNO employ a	T specify In Individu	which document(s) an al because the
than the first day of employee					st complete an	a sign a	ection 1	or Form I-9 no later
Last Name (Family Name)		First Name (Giv	en Name,		Middle Initial	Other	Last Name	es Used (if any)
Address (Street Number and	Name)	Apt. N	umber	City or Town			State	ZIP Code
Date of Birth (mm/dd/yyyy)	U.S. Social Se	curtly Number	Employ	ee's E-mail Addr	ess	E	Employee's	Telephone Number
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### **Prior Service Credit Form**

- Prior Service Credit that is granted can increase your annual leave earnings rate
- List all agencies and dates of previous employment service that are funded (fully or partially) by the County
- You may need to provide a letter of verification for any previous employment
- Once submitted your application will be verified and approved before any change in leave accrual is applied

	Date:
Employee Name:	
SSN or Employee ID #:	21176-00 20 AU-100 - 50
Department:	
recognition awards (not for r dates of service worked with I further understand that service	rate, and cumulative service credit will adjust length of service for servic elimenter tilgibility). Cumulative service credit will only be granted for Prince George's County Government (not for partially-funded agencies vice credit will not be given for: employment in a Limited Term Grant in of service for which an employee receives a retirement payment; or ated for cause.
	dates of previous employment service (either partially-funded or fully- hich I might be eligible for service credit:
AGENCY	DATES OF SERVICE
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	el Procedure 215 – Service Recognition Awards, verification(s) of ted if the claimed dates of service are prior to 1975 OR if the agency ded by the County.
employment must be submit	tted if the claimed dates of service are prior to 1975 OR if the agency
employment must be submit worked for was partially-fund	tted if the claimed dates of service are prior to 1975 OR if the agency
employment must be submit worked for was partially-func Employee Signature Note: Pursuant to Personn	tted if the claimed dates of service are prior to 1975 OR if the agency

#### **County Employee Benefits Overview & Selection**

**Benefits Administration Division** 

OFFICE of Human Resources Management



### **Benefits Overview**

- The Prince George's County Government offers a comprehensive benefits package. Our benefits program is designed to support many aspects of your life – from health and wellness to income protection and retirement. We provide employees:
  - Medical, Prescription, Dental, and Vision Plans,
  - Flexible Spending Accounts,
  - Life and Long-Term Disability Insurance,
  - Wellness and Voluntary Benefits





### Enrollment

#### How to Enroll:

- Enrollment as a new hire and during the annual open enrollment period can be made through Employee Self Service (ESS).
- ESS is accessible on any computer with an internet connection at <u>https://portal.sap.mypgc.us</u>
- Changes to benefits outside of open enrollment must be completed by submitting an "Enrollment/Change Form" to Benefits Division

#### **Coverage Effective Dates:**

- New Hire: Elections must be made within thirty (30) days of your date of hire (DOH), and will be effective the first of the month following your DOH
- If benefits are elected in ESS after the first of the month, but within thirty (30) days of your DOH, you may incur an initial double benefits deduction from your payroll statement for each plan elected

#### **Outside of Open Enrollment:**

- Qualifying Life Event (QLE): Changes must be made within 30 days of the QLE. Coverage will begin on the first of the month following completion of the enrollment process for QLE unless the change is due to a birth, legal guardian dependents, adoption, or placement for adoption of a child, in which case coverage is effective on the date of birth, adoption, or placement for adoption
- Plan Year: January 1 December 31



# **Enrollment/Waiver of Coverage**

I understand that I have thirty (30) days from my hire date to enroll or waive coverage in the health benefits plans offered by Prince George's County Government (County). If I do not make my elections through the New Hire module in the SAP Employee Self Service Portal (SAP ESS Portal) within thirty (30) days, I understand that I may not enroll in the health benefits plans until the next open enrollment period.

#### Deadline to Select Benefits in SAP ESS Portal: April 28, 2020

Effective Date of Coverage: April 1, 2020

**Remaining Pay Periods** (from effective date of coverage): **19** 





# **General Benefits Information**

- Flexible Benefits Plan (Section 125, IRS code)
- This code allows Prince George's County Government to offer its employees the opportunity to receive certain benefits on a pre-tax basis.
  - These benefits are:

Medical

Dental

Prescription

Vision

Flexible Spending Accounts

• Benefits Guide (including applicable rates for 2020)





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# **Medical Benefits**

#### Prince George's County Government Health Benefits Program (PGCHBP)

- The cost is shared by the employee and the County
- All employees must pay employee contribution premiums

#### Health Care Providers

- Cigna (HMO, PPO)
- Kaiser Permanente (HMO)

#### **Dependent Coverage**

- Make sure your dependents are eligible for insurance and that you have the appropriate documentation to show eligibility before you enroll them in any coverage.
- You are required to provide the documentation within thirty (30) days of enrollment to the Benefits and Pensions Division to enroll a new dependent.
- For newborn children, age three months or younger, a hospital-issued birth certificate will be accepted in place of a government-issued birth certificate.
- If documents to prove dependent eligibility are not received within the first thirty (30) days of their enrollment, your dependent's coverage will be terminated prospectively.



### **Medical Benefits**

#### **2020 PLAN RATES: MEDICAL**

The following chart lists the biweekly rates you will pay for your benefits through December 31, 2020.

#### **Biweekly Employee Rates: Medical Plans**

	Cigna PPO	Cigna HMO	Kaiser Permanente HMO
Self Only	94.60	60.38	55.06
Self + 1	190.75	120.76	109.86
Family	267.88	168.85	159.18



#### KAISER PERMANENTE®

OFFICE of Human Resources Management



### **Medical Benefits**

#### **2020 PLAN RATES: MEDICAL- Crossing Guards**

The following chart lists the biweekly rates you will pay as a *Crossing Guard* for your benefits through December 31, 2020.

#### **Biweekly Employee Rates: Medical Plans**

	Cigna HMO	Cigna PPO	Kaiser Permanente HMO
Self Only	77.63	121.62	70.80
Self + 1	155.26	245.25	141.25
Family	217.10	344.41	204.66



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# **Prescription Benefits**

The County's prescription drug benefit through Express Scripts has a mandatory home delivery program for all maintenance medications.

- Maintenance medications are prescription drugs that you need to take regularly. Drugs that treat ongoing conditions or needs like asthma, diabetes, birth control, high cholesterol, high blood pressure and arthritis are usually considered maintenance medications.
- A maintenance medication can also be a drug that you take for three to six months and then discontinue.
  - For example, an allergy medication that you take throughout the spring and summer could be considered a maintenance medication

	Pharmacy	Home Delivery		
Annual Deductible	\$50 per person			
Supply Limitations	30-day Supply	90-day supply		
Generic Drug	\$10 copay	\$20 copay		
Formulary Brand Name Drug	20% coinsurance (\$20 min/\$50 max)	20% coinsurance (\$40 min/\$100 max)		
Non-Formulary Brand Name Drug	30% coinsurance (\$40 min/\$50 max)	30% coinsurance (\$80 min/\$100 max)		



**Office of Human Resources Management** 

# **Prescription Benefits**

#### **2020 PLAN RATES: PRESCRIPTION**

- **Provider: Express Scripts** ٠
- Coverage is available at participating retail pharmacies ٠
- The plan has a mandatory generic requirement for brand medications that have a generic alternative. .
- Mandatory mail order requirement for all maintenance medications ٠

	RXP
Self Only	11.80
Self + 1	23.75
Family	30.33

#### Biweekly Employee Rates: Prescription (RXP)

#### Biweekly Employee Rates: Prescription

**Crossing Guards – paid over 21 pay periods** 

	RXP
Self Only	15.17
Self + 1	30.53
Family	38.99





### Vision

The Vision Plan administered by **Vision Service Plan (VSP)** provides you and your covered dependents with vision care services, such as eye exams, eyeglasses and contact lenses. You can choose between Base and Buyup Plan options. A comprehensive plan summary can be found on our website.

	Base Plan Option			Buy-up Plan Option	
Benefit	Description	Сорау	Benefit	Description	Сорау
	Your Coverage with a VSP Provider			Your Coverage with a VSP Provider	
WellVision Exam	<ul><li>Focuses on your eyes and overall wellness</li><li>Every calendar year</li></ul>	\$10	WellVision Exam	<ul><li>Focuses on your eyes and overall wellness</li><li>Every calendar year</li></ul>	\$10
Prescription	Glasses	\$10	Prescription Gl	asses	\$10
Frame	<ul> <li>\$150 allowance for a wide selection of frames</li> <li>\$170 allowance for featured frames</li> <li>%20 savings on the amount over your allowance</li> <li>\$80 Costco frame allowance</li> <li>Every other calendar year</li> </ul>	Included in Prescription Glasses	Frame	<ul> <li>\$250 allowance for a wide selection of frames</li> <li>\$270 allowance for featured frames</li> <li>%20 savings on the amount over your allowance</li> <li>\$135 Costco frame allowance</li> <li>Every calendar year</li> </ul>	Included in Prescription Glasses
Contacts	<ul> <li>\$150 allowance for contacts; copay does not apply.</li> <li>Contact lens exam (fitting and evaluation)</li> <li>Every calendar year</li> </ul>	Up to \$60	Contacts	<ul> <li>\$200 allowance for contacts; copay does not apply.</li> <li>Contact lens exam (fitting and evaluation)</li> <li>Every calendar year</li> </ul>	Up to \$60





### **Vision Program** 2020 PLAN RATES: Vision

- Provider: Vision Service Plan (VSP)
- Coverage is provided using VSP's Signature provider network
- Contact member services for instructions on how to utilize out of network providers.

Biweekly Employee Rates: Vision Basic and Buy – Up Plans

	Basic	Buy-Up
Self Only	0.52	0.86
Family	1.10	2.24

Biweekly Employee Rates: Vision Basic and Buy-Up Plans (Crossing Guards – paid over 21 pay periods)

	Basic	Buy-Up
Self Only	0.67	1.10
Family	1.41	2.88



### Dental

#### **2020 PLAN RATES: DENTAL**

- Provider: Aetna Dental
  - Dental DMO: If you enroll in the Aetna DMO plan you must select a Primary Care Dentist (PCD) to use your coverage. The PCD has primary responsibility for managing your dental care
  - Each DMO member *must* select a PCD. You can switch your selection as frequently as once per month. If you choose a new PCD on or before the 15<sup>th</sup> of the month, the change will go into effect on the first day of the following month
  - Dental PPO: Choose any dentist, find a network dentist by using the Aetna online directory at <u>www.aetna.com</u>

#### Biweekly Employee Rates: Dental Plans

	Aetna DMO	Aetna PPO
Self Only	11.52	17.82
Self + 1	18.07	32.55
Family	23.08	48.15

#### Biweekly Employee Rates: Dental Plans Crossing Guards – paid over 21 pay periods

	Aetna DMO	Aetna PPO
Self Only	14.82	22.91
Self + 1	23.23	41.85
Family	29.68	61.91



### **Basic Life & AD&D Insurance**

#### **Basic Life Insurance**

- Basic life insurance coverage is administered through Aetna at no cost to you for basic life insurance up to 2x your base salary
- Up to a maximum cap of \$100,000 to \$200,000 based on your salary schedule— for all benefits eligible employees:
  - Coverage is effective on the date of hire
  - The coverage amount automatically increases or decreases when you have a change in base salary

#### Accidental Death & Dismemberment (AD&D) Insurance

- Accidental Death & Dismemberment (AD&D) Insurance is administered through Aetna at no cost to you
- You are automatically enrolled in AD&D coverage on your day of hire, to a maximum benefit of:
  - \$10,000 for all other Civilian Employee groups, except as noted below
  - \$15,000 for Deputy Sheriff Civilians
  - \$50,000 for Police Officers, Deputy Sheriffs, Correctional Officers, Firefighters, Paramedics, and Emergency Response Technicians
- This benefit is payable for death or personal loss caused by an accident on or off the job



# **Extra Life Insurance (XLI)**

- Administered though Aetna, employees have the option of electing extra life insurance.
- You pay 100 percent of the cost of optional life insurance.
  - Can purchase between one and four times your base pay in XLI, up to \$600,000
- Elections of more than 3x your base salary and/or election resulting in 300,000 or more requires the completion of an Evidence of Insurability (EOI) form
- XLI premiums are based on your salary and age (Deducted from the first paycheck of each month and is an after-tax deduction)

**Office of Human** 

**Resources Management** 

ORM

Age Category	Monthly Factor Per \$1000*
Under Age 25	\$ 0.098
Age 25 to 29	\$ 0.108
Age 30 to 34	\$ 0.118
Age 35 to 39	\$ 0.127
Age 40 to 44	\$ 0.216
Age 45 to 49	\$ 0.382
Age 50 to 54	\$ 0.706
Age 55 to 59	\$ 1.107
Age 60 to 64	\$ 1.519
Age 65 to 69	\$ 2.911
Age 70 and over	4.694



# Supplemental Life Insurance (SLI)

- This benefit applies only to police officers, firefighters, paramedics, emergency response technicians, and deputy sheriffs.
- SLI is administered by Aetna and is equal to fifty (50) times the monthly salary with a maximum benefit of \$300,000, which includes both basic and supplemental life insurance. SLI is 100% employer paid.





# Long-Term Disability (LTD)

- All benefits-eligible employees may enroll in the Long-Term Disability (LTD) Insurance Program administered by Aetna.
- Long-term disability insurance provides income replacement that may be used in conjunction with your annual or sick leave.
- This program has a 180-day elimination period. Income is replaced at 50% or 60% percent of your base pay, reduced by deductible income.
- You pay the full cost of coverage the first paycheck of each month and deductions are done on an after-tax basis. This assures that any payments you receive from the program are not taxed.

#### Public Safety Employees Employees Employees

Rates for 2020

Рау		
60% of Base Pay	.00673	.00596

.00046

50% of Base

*Instructions for Calculating Monthly Premium:* Multiply the rate times your base salary rounded to the nearest hundred. Divide the annual amount by 12 to find the monthly cost for this benefit.



.00383

# **Opt-Out**

- If you don't want health insurance or prescription plan coverage through the Prince George's County Health Benefits program, you may be eligible to receive a stipend of up to \$400 annually for medical and \$200 annually for prescription by opting out of County Health Benefits program
- Health insurance coverage through a parent or spouse employed by the County does not disqualify an employee for the Health Insurance Opt-Out Incentive
- The Opt-Out Incentive is prorated and, if elected, is paid for months the employee is eligible for the employer contribution towards a health insurance premium
- Employees will receive an equal portion of the payment in each payroll period (for employees paid on a biweekly basis, payment will be distributed through 26 payrolls a year).

#### How to Opt Out:

- Employees must opt out through Employee Self-Service within 30 days of their date of employment or newly benefits-eligible job or during the annual benefits enrollment period
- The Opt-Out Incentive carries over from year to year. However, during the Open Enrollment Season, you must submit proof of other coverage for the medical opt-out plan. Otherwise, the medical opt-out plan will terminate at the end of the current plan year



### **Flexible Spending Accounts**

The County offers benefit-eligible employees two pre-tax flexible spending accounts (FSAs): a Health Care Flexible Spending Account and a Dependent Care Flexible Spending Account. These accounts allow you to pay for eligible, out-of-pocket health and/or dependent care expenses.

#### Health Care Flexible Spending Accounts

- A Health Care Flexible Spending Account (HCFSA) allows you to set aside pre-tax money to pay for eligible health care expenses for you and your qualified dependents
  - Examples of eligible expenses may include health plan deductibles, copayments, and coinsurance; eye exams, contact lenses, and glasses; prescription drugs; dental care, including orthodontia; and over-the-counter (OTC) products with a physician's prescription
  - You do not have to enroll in a County medical plan to participate in an FSA through Prince George's **County Government**

#### **Dependent Care Flexible Spending Accounts**

- A Dependent Care Flexible Spending Account (DCFSA) allows you to set aside pre-tax money to pay for eligible dependent care expenses for your qualified dependents.
  - Examples of eligible expenses may include child care facility fees, before-school and after-school care or local day camp. You can contribute up to \$5,000 annually to a Dependent Care FSA.
  - All receipts for expenses must be submitted by April 30<sup>th</sup> of the next plan year for the previous plan year expenses
  - All receipts for expenses must be submitted by April 30<sup>th</sup> of the next plan year for the previous plan year expenses



**Office of Human Resources Management** 

## **Employee Assistance Program (EAP)**

- KEPRO's Employee Assistance Program is a free confidential program that offers face-to-face consultation with a local licensed provider and/or telephonic counseling with a Masters level clinician
- Access to services is available 24/7, 365 days a year. The plan provides up to eight (8) counseling sessions, per issue
- All calls are answered live by professional counselors and service is available when you need it. There are no call backs, messages taken, voice mail or hold times
- Counseling services are available for issues affecting employees, dependents and their household members

#### **KEPRO EAP resources include:**

- Confidential counseling
- Legal services
- Financial Services
- Webinar training
- Work life referral services for child and elder care, home repairs, pet care, etc.
- Wellness coaching
- Lactation support
- 24- Hour Crisis Counseling



- The Wellness Program offers the opportunity for employees to participate in a variety of seminars, health screenings, activities and events that will inspire and motivate them towards living a healthier lifestyle.
  - The goal is to provide employees the opportunity to adopt positive lifestyle changes to improve their health and lives.

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# EMPLOYEE WELLNESS PROGRAM

Watch your email and check the County's Intranet system for all communications and upcoming events

Angela D. Alsobrooks County Executive

# **Voluntary Benefit Plans**

### Voluntary benefits are insurance products that employees may choose to purchase through the County and include:

- Supplemental Insurance
- Legal Services
- Enrollment in Unum Voluntary Benefits Plans can be completed via phone at 844-816-0224
- Contact OHRM Benefit Call Center at 1-800-635-5597 with any questions
- Representatives are available Monday through Friday, 9:00 a.m. – 5:00 p.m. EST
- If you leave a voicemail a representative will return your call

#### Voluntary Benefits include:

- Unum:
  - Short-Term Disability
  - Enhanced Critical Illness
  - Accident Insurance
  - Whole Life Insurance
- Aflac:
  - Supplemental Dental
     Insurance
- Legal Plans:
  - Legal Resources (mandatory 12 month enrollment)
  - Legal Shield



## **Onboarding Documents** | Benefits

#### **All Employees**

- Benefits Enrollment Checklist
- Benefit Enrollment Instruction Guide
- 2020 Active Employees Benefits Guide
- Schedule of Life Insurance Non-Public Safety Benefits
- Non-Public Safety Long-Term Disability Plan Summary
- □ PGC Basic Life Insurance Beneficiary Form
- COBRA Notice
- COBRA Acknowledgement
- □ Life Insurance Group Plan Booklet

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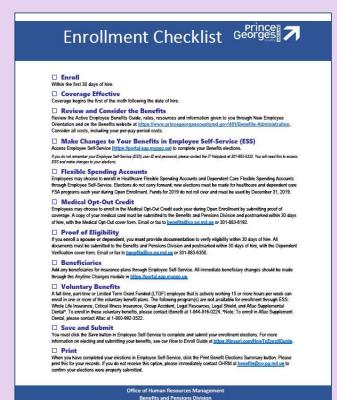
#### **Only Public Safety Employees**

- Aetna Public Safety LTD Benefit Overview
- Police Schedule of Life Insurance Benefits



### **Benefit Checklist**

- List of tasks to complete as part of benefits enrollment
- Items on list should be completed by enrollment deadline set



Benefits and Pensions Division 1400 McCormick Drive, Suite 245, Upper Mariboro, MD 20774 (301) 883-6381 I (301) 883-6193 (Fax)

> Angela D. Alsobrooks County Executive

GEORGE'S COUNTY

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Office of Human Resources Management

### **Benefit Enrollment Instruction Guide**

- Employees must enroll in benefits online in the Employee Self-Service (ESS) system
- Instruction guide provides step-bystep guidance on how to select your benefits

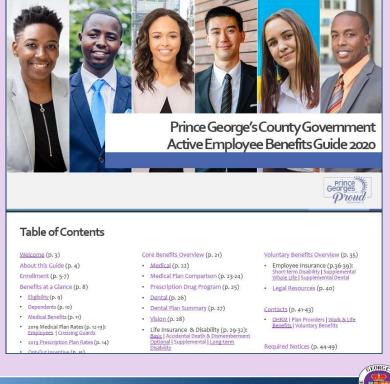
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Office of Human <u>Resou</u>rces Management

				rvice (ESS)		
				odule at <u>https://portal_sap_</u>	UVDEC US	
Please reference the tutorial for accessing the ESS module at http://pscwf600.uno.unvest.un/S90/WED/na/SAPIMID/-tas/webbisbed/index.html?thom=book%;11BO_C60F11061C5761BT_						
	NEW HIRE/RE	HIRE QUICK	REFERENCE G	UIDE TOOL BAR		
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### **2020 Active Employees Benefits Guide**

- Guide provides overview of all benefits offered by the County to active employees
- The most recent Employee Benefits guide can also be found online at <u>https://www.princegeorgescounty</u> <u>md.gov/3137/Benefits</u>
- Benefits can be changed during annual Open Enrollment



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### Schedule of Non-Public Safety Life Insurance Benefits

- Only applies to Non-Public Safety Employees
- Overview of life insurance benefits available to all non-public safety employees

ж.; ,			
	Schedule of Ben	efits	
	Employer:	The Prince	: George's County Government
	Group Policy Number:	GP-809536	
	Issue Date: Effective Date: Schedule: Cert Base:	April 15, 20 January 1, 2 3D 3	
	For: Life Insurance and Accidental Des U, Z	th and Personal	Loss Coverage - Salary Schedule A, B, C, D, E, G, H, J, P, Q,
	Schedule of Life	Insura	nce Benefits
	Employees (SR-94, Saz91 01) Basic Schedule		
	Classification (GR4N Ju2er a) Szhry Schedule A, B, C, D, E, G, H, J, J	₽, Q, U, Z	Amount 150% of put post employer, roanded to be result \$1,000, if not an intergal middle of \$1,000. An even ambight of \$500 to be taken to the near higher \$1,000. Maximum: \$10,000
	GR-9N		t,

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### Non-Public Safety Long-Term Disability Plan Summary

- Only applies to Non-Public Safety Employees
- Overview of Aetna Group Long-Term Disability (LTD) Benefits for non-public safety employees
- LTD provides steady income for longer-lasting disabilities
- New employees must complete probationary/waiting period of 45 days of employment before being able to access benefits

Prince George's Co Part-time and Full-ti					
Summary of Long-Term I	Disability (LTD) B	enefits			
Your Group Long-Te					
Steady income for long	ger-lasting disat	oilities			
Coverage Basics					
Am I eligible for coverage?	You qualify if you are a permanent full-time and part-time non-public safety employees working at least 15 hours for Prince George's County Government and Memorial Library. If you are a new hile or have not been previously covered by your employer's plan, you may need to complete a probationary or waiting period of 45 days of employment.				
Do I have to provide proof of good health known as Evidence of Insurability (EOI) to enroll?	eligibility. If you ch Annual Enrollmer	toose not to enroll nt: EOI is require period.) You will	, you will be consid d to enroll if you are		
When will coverage that requires proof of good health (EOI) begin?*	Coverage will beg				
How much Long- Term Disability can I buy?	Disability Earnings	s*. You must subn	nit a claim and be a	pased on a percenta pproved by Aetna to es and any deductions fo ditional information, include	
	Long-Term Disability	Percentage of monthly income replacement:	Maximum monthly benefit:	Benefits begin after a covered injury or illness:	Benefits end at recovery or: (whichever comes first)
	Long-Term Disability Low Option Plan	monthly income	Maximum monthly benefit: \$3,000	covered injury or	or: (whichever comes
		monthly income replacement:	benefit:	covered injury or illness:	or: (whichever comes first) Age 65 or Social Security Normal
	Low Option Plan High Option Plan	monthly income replacement: 50% 60%	S3.000 S5.000	covered injury or illness: 180 days 180 days	or: (whichever comes first) Age 65 or Social Socurity Normal Retirement Age* Age 65 or Social Socurity Normal Retirement Age* a schedule that complies with
Are all types of illnesses and injuries covered?	Low Option Plan High Option Plan Yi your disability occurs at the Age discrimination in E	monthly income replacement: 50% 80% 80% age 62 or later, the max imployment Act (ADEA)	benefit: \$3,000 \$5,000 dnum age you may receit. Piseas refer to your Polic	covered injury or illness: 180 days 180 days	or: (whichever comes first) Age 65 or Social Socurity Normal Retirement Age* Age 65 or Social Socurity Normal Retirement Age*
	Low Option Plan High Option Plan High Option Plan The Age determination in I Long-Term Disable non-work-related.	menthy income replacements 50% 60% - ope 83 or later, the max replayment Act (ACEA) (Ity (LTD) covers i	benefit: \$3,000 \$5,000 dmum age you may receiv Please refer to your Public pluries and illnesse	covered bipury or litense: 180 days 180 days benefits will be based of y bounners for more off	or teletower come fact Age 65 or Social Society Normal Reterment Age Age 55 or Social Reterment Age Reterment Age Reterment Age a schedule Mir Complex wit related and



### PGC Basic Life Insurance Beneficiary Form

- All employees must complete Basic Life Insurance Beneficiary Form
- Beneficiaries listed are used for Basic, Supplemental, Extra and Accidental Death & Dismemberment Life Insurance
- All beneficiary percentages must equal 100%
- Be sure to read the back of the form for instruction on how to complete form

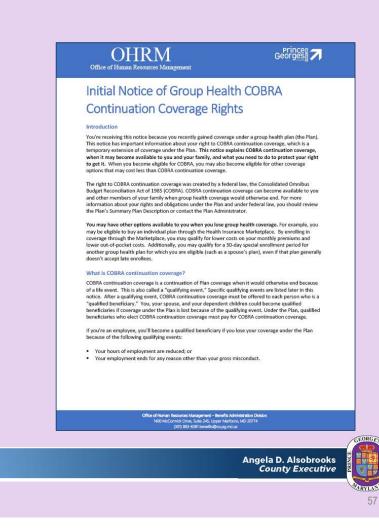
	Office of Human
	Office of Human Resources Management

В	ENEFICIARY FORM		
By completing this Form, you are designat Death & Dimnemberment life inturance; a tick leave to which you are entitled to be pa Plans that are payable in accordance with Pensions and Investments Division at (301) County Pension plan documents. Your beam date of death , You may change you beamf Benefits Administration Division. Office of Maryland 20774. Any changes will not be Benefits Administration Division.	ny salary earned up to your date o id and the balance of any contribut the provisions outlined in the Pensi 883-6390 for more information abou ficiary will only be paid for those be ciary at any time by completing a <i>Be</i> Human <i>Resources</i> Management, 140 considered to have been made unh	I death; the balance of ions you made to the ion plan documents. I the payment provisio nefits to which you are meficiary Form and su 0 McCormick Drive, 1	any annual and County Pension Please contact the ns outlined in the entitled on you bmitting it to the Suite 245, Largo
Name:	Soc. Sec.	No:	
(Please Print)			
Home Address:	Select to the select		
Previous name if your name has changed rece			
Work Telephone:	Home Telephone:		
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### **COBRA Notice**

- Document explains COBRA continuation of coverage, when it may become available to you and your family, and what you need to do to protect your right to get it
- Provides overview of options available to you if you lose group health coverage



### **COBRA Acknowledgement**

- Acknowledgement of rights to continue health plan coverage under the Consolidated Omnibus Budget Reconciliation Action of 1985 (COBRA)
- Complete and sign form

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AC	KNOWLEDGE	MENT OF	RECEIPT O	F	
CO	BRA RIGHTS				
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the loss	lerstand that I (and/or my spi attached COBRA Election For of coverage (whichever is lat ther understand that all costs	m within 60 days of er) in order to be co	(1) the date of this no usidered for continuat	tice or (2) the on of coverage.	
Print N	ame	20	Date	-	
Signati	ine				
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### Life Insurance Group Plan Booklet

- Overview of Aetna Group Coverage Plan benefits offered to public safety employees
- Includes details of Basic Term Life and Accidental Death and Dismemberment Insurance

Your
Group
Plan
The Prince George's County Government
Basie Term Life & AD&D- Prince Geurge County Government Employees
I GR-9

Angela D. Alsobrooks County Executive

### **Aetna Public Safety LTD Benefit Overview**

- Only applies to Public Safety Employees
- Overview of Aetna Group Long-Term Disability (LTD) Benefits
- LTD provides steady income for longerlasting disabilities
- New employees must complete probationary/waiting period of 45 days of employment before being able to access benefits

OFFICE OF Human Resources Management

				Plan Year: 2
Disability (LTD) B	enefits			
hours for Prince previously covered	You qualify if you are a permanent full-time and part-time employee working at least 15 hours for Prince George's County Government. If you are a new hire or have not been previously covered by your employer's plan, you may need to complete a probationary or waiting period of 45 days of employment.			
eligibility. If you ch Annual Enrollme your initial eligibility	noose not to enrol nt: EOI is require y period.) You will	, you will be consid d to enroll if you an	ered a "late applic e a late applicant (	ant." did not enroll during
You have a choice Disability Earning	e of plans that pay	a monthly benefit	based on a percent	age of your Pre-
consult your Palloy Dee Earnings.	suments available throu	gh your employer for ad	ditional information, induc	r pra-tax contributions. Pie ing definition of Pre-Disal Benefits end at recover
a state	monthly income replacement:	benefit	oovered injury or illness:	or: (whichever comes first)
Low Option Plan	50%	\$5,000	180 days	Age 65 or Social Security Normal Retirement Age*
High Option Plan	60%	\$6,000	180 days	Age 65 or Social Security Normal Retirement Age*
"If your disability occurs at the Age discrimination in E	age 62 or later, the max imployment Act (ADEA).	imum age you may receiv Please refer to your Polic	e benefits will be based or y Documents for more info	a schedule that complies mation.
Long-Term Disabi non-work-related.	lity (LTD) covers in	njuries and illnesse	s that are both work	related and
es are offered and/or u	nderwritten by Astra	Life Insurance Com	any (Astna). We are to	cated at 151 Farminote
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### **Police Schedule of Life Insurance Benefits**

- Only applies to Public Safety **Employees**
- Overview of life insurance benefits available to police employees

#### Schedule of Benefits Employer: The Prince George's County Government Group Policy Number: GP-809536 Issue Date: April 15, 2013 Effective Date: January 1, 2012 Schedule: 3G Cert Base: For: Life Insurance and Accidental Death and Personal Loss Coverage - Police Officers and Deputy Sheriffs Schedule of Life Insurance Benefits Employees **Basic Schedule** Classification #CRAN Second Amount Police Officers and Deputy Sheriffs 200% of your basic annual earnings, as determined by your employer, rounded to the nearest \$1,000, if not an integral multiple of \$1,000. An even multiple of \$500 to be taken to the next higher \$1,000. Maximum: \$100,000 Minimum: \$1,000 Employees Optional Life Classification (GR-9N S-02-01 01) Amount Police Officers and Deputy Sheriffs 50 times your basic annual earnings, as determined by your employer. Note: Your overall combined maximum for Basic and Optional Life Insurance is \$300,000.



CEORG

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**Office of Human** OHRM **Resources Management** 

### **Deferred Compensation 457 (b)** Plan

Pensions and Investments Division

OFFICE of Human Resources Management



### **Prince George's County Employees Retirement Planning**

### What do you want YOUR Retirement to look like? Do you have a plan?





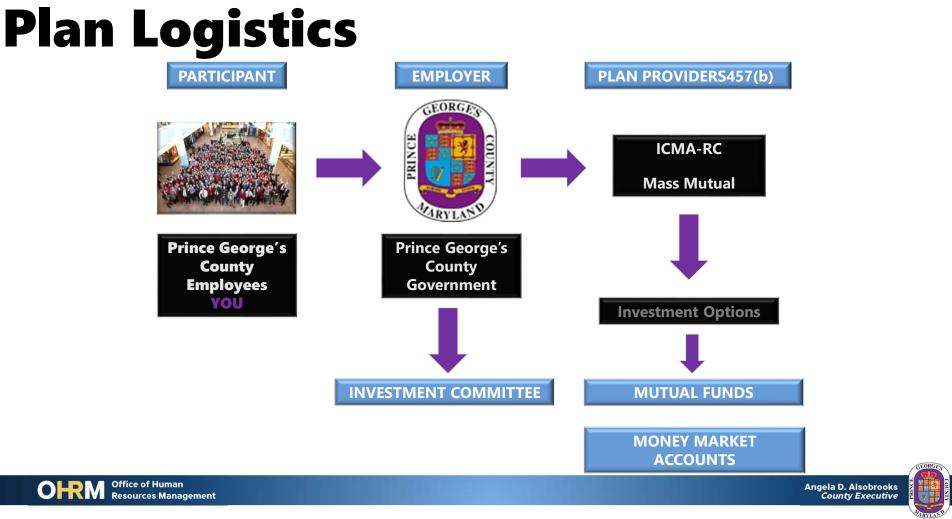


### Prince George's County Retirement Program



OFFICE of Human Resources Management







- Employer-sponsored retirement savings plan to help you save for retirement.
  - 2 Voluntary participation. Minimum contribution is \$10 per pay period.

- 3
- Eligibility: permanent full-time and part-time employees.
  - NOT your traditional savings account.



4





Contribute pre-tax, bi-weekly payroll deductions

2

1

Your savings and earning grow tax free until you make a withdrawal

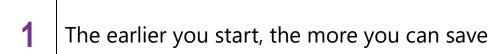
**3** Portable- your account balance is always your to take even if you change employers





67





Time is one the most important factors

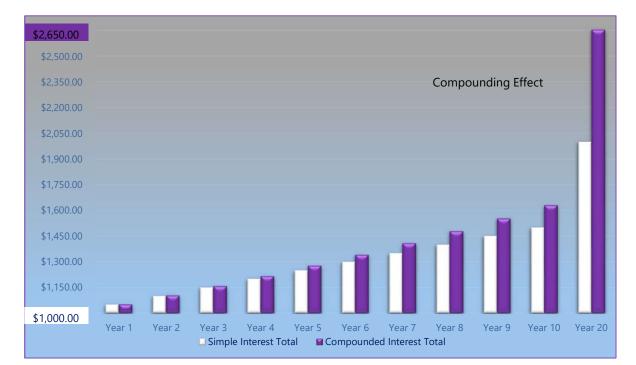
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# **Simple vs Compound Interest**

Example based on \$1000 principal at an annual interest rate of 5%



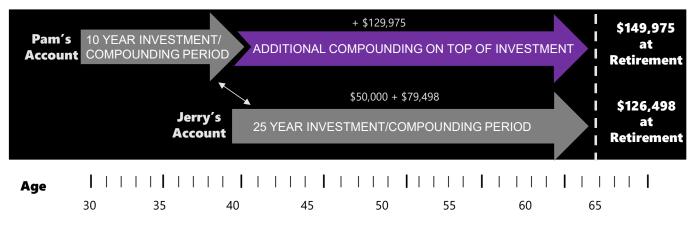




## The Power of Time and Compound

Pam invests \$2,000 per year beginning at age 30 and then stops investing after 10 years (\$2,000 x 10 years=\$20,000 total contribution). She leaves her money in the account to grow for an additional 25 years.

Jerry says he will contribute every year but doesn't start investing until age 40. He contributes \$2,000 per year for a total of 25 years up until the day he retires (\$2,000 x 25 years=\$50,000 total contribution).



A 7% annual rate of return is used. In this illustration, by starting his investments 10 years later than Pam, Jerry's amount of compounding interest is significantly less than Pam's.



## **Choosing Your Investing Approach**



I want to build my own portfolio

2 I want a simple, yet diversified portfolio





# **Investing Tips**

- Determine your risk tolerance
- **Resist emotion-based decisions**
- Don't chase returns
- Take a long-term investment approach
- Take advantage of educational opportunities

\$50,000 + \$79,49









All Eligible Participants – \$19,500

**Age 50 Catch Up** – \$19,500 + \$6,500 = \$26,000

\$50,000 + \$79,498

3

**Near-Retirement Catch Up** (must qualify) – \$19,500 + \$19,500 = \$39,000



2

Angela D. Alsobrooks



## **Providers**

#### **ICMA Retirement Corporation**

Shantel Washington: 1-866-822-3642 Kathy Findeisen: 1-866-328-4666 Participant services 1-800-669-7400 777 North Capitol Street, N.E. Washington, D.C. 20002-4201 WEBSITE: <u>www.icmarc.org</u> Mass Mutual Retirement Services Diana Pounds: 443-684-1295 Participant services 1-800-743-5274 PO Box 219062 Kansas City, MO 64121-9062 WEBSITE: <u>www.retiresmart.com</u> Alternate Contact: Widmann Financial Services: 301-262-2919

#### Office of Human Resources Management

Benefits and Pensions Division 1400 McCormick Drive, Suite 110 Largo, Maryland 20774 Email: PGCDeferredComp@co.pg.md.us Tel: 301-883-6390



### **Onboarding Documents** | Deferred Compensation

### **All Employees**

457(b) Handout

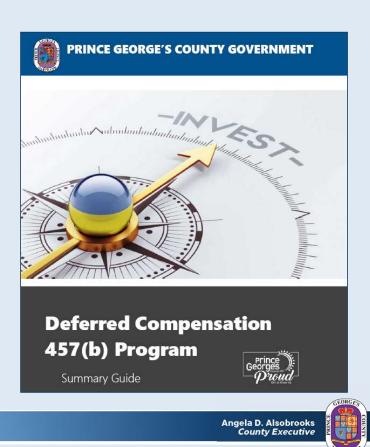
- □ MassMutual 457(b) Deferred Compensation Enrollment Book
- MassMutual 457(b) Enrollment Form
- □ ICMA-RC 457(b) Deferred Compensation Enrollment Book
- □ ICMA-RC 457(b) Express Enrollment Form





## 457(b) Handout

- Overview of Deferred Compensation 457(b) program offered to eligible County employees
- Retirement savings program designed to supplement employee's pension and social security in retirement
- County offers two 457(b) providers:
  - MassMutual
  - ICMA-RC
- Enrollment in program is voluntary



### MassMutual Deferred Compensation Enrollment Book

- One of County's 457(b) providers
- Book provides overview of program options
- Review book to determine if you would like to enroll
- Use enrollment form to sign up for 457(b) program



Your retirement. At your service.

Prince George's County Deferred Compensation Ren and Trust may be the best way to work toward your personal retirement goals. But wring for retirement can be both challenging and complicated, depending on your financial situation. This guide can help make complicated choices about retirement and saving for it, simple. Take control of your retirement now by turning your dreams into plans.

> Angela D. Alsobrooks County Executive



### **MassMutual 457(b) Enrollment Form**

- Use MassMutual enrollment form to sign up for 457(b) program
- Complete all sections of the application including beneficiary designations

form is for first time enrollments	only. Updates to your ex	cisting account will n	ot be processed based on this form.
Enter your person	al information	(Please print clearly)	
O Employee O Surviving E	Beneficiary (attach notio	e of death form)	
O Alternate Payee (attach a	QDRO form)		
Participant's Name (First, Middle Init	iel, Last)		Participant's Social Security Number (SSN)
Street Address		Apt. No	Birthdate: mm - dd - yyyy
City		State	Zip
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Deytine Phone	Evening Pt	ione	Email Address
Marital Status: O Married O S	ingle or Legally Separated	O Check here to a	ign up for email notification*
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Angela D. Alsobrooks County Executive



### ICMA-RC Deferred Compensation Enrollment Book

• One of County's 457(b) providers

- Book provides overview of program options
- Review book to determine if you would like to enroll
- Use enrollment form to sign up for 457(b) program

<text><text>



**OFFINITION OFFICE OF Human** Resources Management

### ICMA-RC 457(b) Express Enrollment Form

- Use ICMA-RC express enrollment form to sign up for 457(b) program
- Complete all sections of the application

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STEP 1: Your Information	STEP 3: Investment Strategy — Select One Option			
nplayer Plat Number Employer Nome State 100428 Prince George's County MD	For more information, visit Prince George's Country 45/ Deferred Componentian website: www.icmarc.org/ pgenumty. Proces and minist ICMLARCS Guided Pathways <sup>44</sup> can help you identify your risk level, build a formatified arealities, and attention to an main you shauld you.			
ocial Security Number	Option 1: Simplified (avector: I want to invest 100% of my contributions in a larged Date Food that is designed to match the vero I aspect to begin making product with thematis.			
Last Name	By selecting this option, your contributions will be invested in the plan's target data default investment built calented by our ampliance. You have the infert to finant the investment of results in our occurst to			
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nui Address	Option 3: Bo-It-For-Ne <sup>2</sup> : I choose to have my account professionally managed and annul 100% in ICMA-K's Menaged Accounts' service. Londerstend the service is free for the first year; effor that I will appr a fee taped on the casets in my account. I can not out of Managed Accounts of any final.			
referred Phane Number Marital Status	By solecting this option you agree to have your account professionally managed by ICMARC. You must use provide the information below and complete the "Supplemental Managed Accounts Information			
) Charited C Single	Arrual Solary S Desired Retirement Age Number of Dependents			
<ul> <li>General KWARC's e-Delivery service will send you enroll notifications when your control documents (parterly statements and transaction confirmations) are available</li> </ul>	Your Annual Desined Retinement Income 5ars. de (100% of current consol chienter solary is recommended)			
Here. You will be enrolled in the e-Delivery service outomotically, unless you opt ou section the following box: I do not want e-Delivery at this time.				
	Will you receive Sociel Security retilement benefits? □ Tims □ No Will you receive persion powments outside of Social Security or your 457 or 401 pice refinement			
STEP 2: Contributions	accounts? 🔲 Yes 🔲 No If you select "Yes," please complete A, B, and C below.			
would like to contribute the following pro-tax amount of my pay soch pay per	ied: A. Age at which persion begins E. Annual pension benefit provent (choose only pens)			
🗆 \$20 🗆 \$50 🗆 \$100 🗅 Other: \$	Option 1: 5 (in today's dallars) you expect to receive in retirement			
earn how to set your deferral rate on the back of this page.	er Opten 2:% of your salary you expect to societs in soltement C. It your parsies schiert to a cast of king existement (CDA) in notmenent?NesNa			





### **Onboarding Documents** | Pensions

### **All Employees**

- MD State Retirement Application for Membership
- □ MD State Beneficiary Form
- □ MD State Retirement One Pager
- General Schedule Pension One Pager
- AFSCME Supplemental Pension Plan One Pager

#### **Only Public Safety Employees**

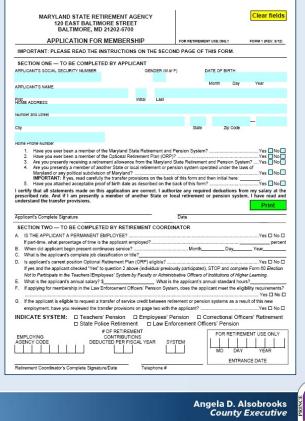
- Police Plan One Pager
- Police Pension Plan Policy
- Deputy Sheriff's Plan One Pager
- Deputy Sheriff's Pension Plan Policy
- Pensions Claim for Previous Service Credit Form



OFFRM Office of Human Resources Management

### MD State Retirement Application for Membership

- Civilian employees automatically enrolled in supplemental pension plan
- Civilian employees must complete MD State Retirement Application for Membership to be enrolled in state plan
- Need to provide identification (birth certificate, drivers license, or passport)



# **MD State Beneficiary Form**

- Completed by County employee to designate beneficiary of MD State Pension Plan
- The form must be notarized and inked before submitting. The notary seal must be inked/visible to scan the form to HR.

DESIGNATION O	he address listed above. copy for your records. CHECK ONE: Active	Print clearly and read	FOR RETIRE Retired (if retiri	STOP, You cannot	
ns first. Fill in all sections. Retain a SOCIAL SECURITY NUMBER NAME ISS First	copy for your records. CHECK ONE: Active IMPORTANT: If you must	Vested are retired under Op complete a Form 66	FOR RETIRE Retired (if retiri	ng, retirement date STOP, You cannot	
NAME SS First	IMPORTANT: If you must	are retired under Op complete a Form 66	tion 2, 3, 5 or 6, 1	STOP, You cannot	use this form. Yo
ESS First			to initiale any ber	neficiary changes.	
ISS	Initial	Last			
reet					
			State	Zip Code	
NEFICIARY(IES) All money shall b beneficiary(Ies) who are living at th	e time of my death.		to name a	ou used an addition dditional primary be	nal Form 4 eneficiaries.
Y'S NAME RELATIONSHIP	·	Gender Birthdat (M or F)	e Month	Day	Year
	Initial	Last			
Y'S ADDRESS					
Y'S NAME RELATIONSHIP		GenderBirthdat Mar Fi	e: Month	Dav	Vex
	Initial	Last			
Y'S ADDRESS					
al shares to the following person(s)	) who are living at the tim			Itional contingent to	reneficiaries. Year
Y'S ADDRESS	Initial	Last			
Y'S NAME RELATIONSHIP		Sender:Birthdat (M or F)	e: Month	Day	Year
	Initial	Last			
Y'S ADDRESS					
	y the agency will release the ag ne orimary and contingent benef	ency from any further oblig- iciaries I have named die b	ation regarding this be efore me. Lunderstar	enefit. I direct the agency id that I may change ber	to pay the death bene reficiaries at any time
AND STATE RETIREMENT AGENCY: I aut by heirs and assigns that the payment made by we not designated any beneficiary or if all of the abon of Beneficiary form with the Mayland S de only to the legal guardian of that minor. Sit	itale Retirement Agency. Any ne GN IN THE PRESENCE OF A	NOTARY PUBLIC. (Form			Print
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, heir and assigns that the asyment made is an of assigned and asymetry beneficiary of if id if it ation of Beneficiary form with the Mayland 3 de only to the legal guardian of that minor. Sit	Sale ReSistenert Agency, Any no GN IN THE PRESENCE OF A This for State of On this day of	Date Signed m must be signed County of 20	and notarized i (or City of 8 , before me, th	altimore) e undersigned officer,	{ Official Seal must be affixed
, here and assigns that the payment made is end assigned any benefolosy or field of the addon of Benefolosy from with the Marylens S, et any to the legal guardian of their minit. Show the state of the	Sale Reliement Agenic, Any no GN IN THE PRESENCE OF A This for State of day of Densonally appeared NAME C	Date Signed m must be signed County of 20 PERSON WHOSE SIGN	and notarized i (or City of B , before me, th	alimore) e undersigned officer, (NOWLEDGED *, kno	Contrail Seal must be affixed
L, heine and sasgrafe had ble payment made be end call sagrade and any performs with the Manylane S action of Derectionsy from with the Manylane S te only be the larged guardian of the Manylane S te only be the larged guardian of the Manylane S te only be the larged guardian of the Manylane S te only be the larged guardian of the Manylane S (1) for your system: (2) for your system (2) (3) for Fallement System (1) for Kellement System (1) for Ke	This Retiement Agency, Any no GN IN THE PRESENCE OF A This for Data of This day of personally appeared (or satisfactually proven) to be the height global the same do	Date Signed m must be signed County of 20 d' PERSON WHOSE SIGNU	and notarized i	alfimore) e undersigned officer, NNOWLEDGED	Official Seal must be affixed swn to me knowledged that
L, hein and assign is delt be payment made bit we do assigned and payment of the payment made bit advant Developing from with the largened of the vijb the larget gavetion of the minor of the vijb the larget gavetion of the minor of the vijb the larget gavetion of the vijb the test Relievened System Vision Relievened System	This Retirement Agency, Any or SN IN THE PRESENCE OF A This for State of On this day of personally appeared <u>NAME C</u> (or satisfactorily proven) to be to	Date Signed m must be signed County of 20 PERSON WHOSE SIGNUME the person whose name is the purposes therein con	and notarized i 	alfimore) e undersigned officer, NNOWLEDGED	Contical Seal must be affixed own to me knowledged that y hand and official se
, heirs and easigns that the payment made is and designated any beneficiary or field of the ation of Beneficiary form with the Maryland S de only to the legal guardian of thetimine. Sit is (✓) for your system:	tale Resident Agency, Any na SN IN THE PRESENCE OF A This for	Date Signed	and notarized i	altimore)	k



OFFICE of Human Resources Management

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# **MD State Retirement One Pager**

 Document provides overview of pension plan benefits and formula for eligibility

#### **OHRM**

#### Maryland State Retirement and Pension System

#### Normal Retirement Date (NRD):

- Age 65 with 10 or more years of eligibility service
- RULE OF 90-sum of age and years of eligibility service equals 90

#### Early Retirement:

 Age 60 with 15 or more years of eligibility service. A 6% reductions for each year prior to age 65 (.5% for each month – maximum reduction of 30%).

#### Contributions:

 None \*\*\*If wages are over \$137,700, then 5% contribution of the base salary is required.

#### Vesting (10 or more years):

10 or more years of eligibility service

November 25, 2019

OFFICE of Human Resources Management Angela D. Alsobrooks County Executive



# **General Schedule Pension One Pager**

1 °F

- Document provides overview of pension plan benefits and formula for eligibility
- Only for employees on General Schedule (G)

	Pension Plan
<ul> <li>Age 60 w</li> <li>Age 65 w</li> <li>RULE 01</li> </ul>	irement Date (NRD): ith 15 or more years of eligibility service ith 10 or more years of eligibility service 90-sum of age and years eligibility of service equals 90 etirement date under the Maryland State Retirement and Pension System
Benefit:	
<ul> <li>30 years</li> </ul>	of service = 30%
Γ	Benefit Formula
	0-30 Years x FAS x $1%$ = Maximum $30%$
	n (Pre-Tax): - 3.52% of base salary
Vesting (10	or more years):
	vest or get refund with interest at 5% 10 years – refund only with interest at 5%
	ge Salary (FAS):
<ul> <li>Based on</li> </ul>	your three (3) highest earnings over five (5) consecutive years
	June 2019



# AFSCME Supplemental Pension Plan One Pager

- Document provides overview of pension plan benefits and formula for eligibility
- Only for AFSCME employees in Locals 2464, 2735, 3389, and 1170

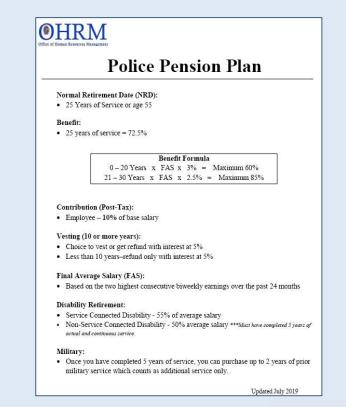
	A 1 24(2 2525 2200 14450)
	(Locals 2462, 2735, 3389 and 1170)
Normal H	Retirement Date (NRD):
	5 with 15 years of eligibility service
• Age 6.	2 with 5 years of eligibility service
• Any a	ge with 30 years of eligibility service
<ul> <li>Norma</li> </ul>	al retirement date under the Maryland State Retirement and Pension Syster
Benefit:	
• 30 yea	rs of service = 30%
	<u>Benefit Formula</u>
	0-30 Years x FAS x 1% = Maximum 30%
Contribu	tion (Pre-Tax):
	vyee – 1.35% of base salary
Vesting (	5 or more years):
	e to vest or get refund with interest at 5%
	han 5 years – refund only with interest at 5%
Final Av	erage Salary (FAS):
<ul> <li>Based</li> </ul>	on your three (3) highest earnings over thirty-six (36) consecutive months
	June 2019
	June 2019

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### **Police Plan One Pager**

- Only applies to Public Safety Employees
- Document provides overview of pension plan benefits and formula for eligibility

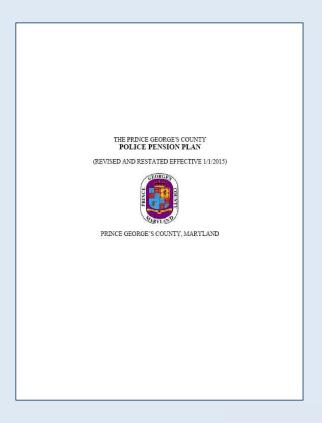




Angela D. Alsobrooks County Executive

### **Police Pension Plan Policy**

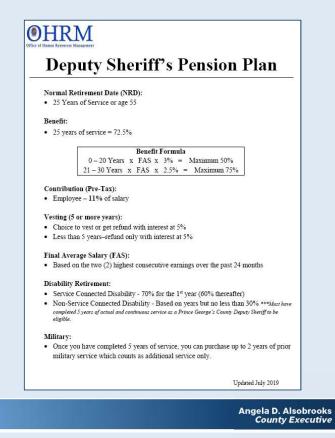
- Only applies to Public Safety Employees
- Document provides a detailed overview of Police pension plan
- Take time to read and review document if it applies to your position





### **Deputy Sheriff's Plan One Pager**

- Only applies to Public Safety Employees
- Document provides overview of pension plan benefits and formula for eligibility





### **Deputy Sheriff's Pension Plan Policy**

- Only applies to Public Safety Employees
- Document provides a detailed overview of Deputy Sheriff's pension plan
- Take time to read and review document if it applies to your position

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### **Pensions Claim for Previous Service Credit Form**

- Only applies to Public Safety Employees
- Form for public safety employees to request credit for prior service to count towards their pension plan
- You may need to provide a letter of verification for any previous employment
- Once submitted your application will be verified and approved before any change in your credit is applied

OUNTY OUNTY		PENS	IONS AND	RESOURCES INVESTMENT Suite 110, Largo	S DIVIS	ION	
		CLAIN	I FOR PREV	IOUS SERVICE	CREDIT		
Name: (Last, Firs	st, Mid	dle)		Social Securi	ty Numb	er:	83
Home Address:				City, State, Z	in		
					9		
Date of Birth:				Former Name	B(S):	Phon	e Number:
Provide Name a	nd	Name:				Da	ites of Service
Address of Place Employment or	of	Address	s:			From	
Retirement Syste						To:	
during the period be credited.	l to					10.	
Member's Signal			Certificatio By Administ	n of Membership ator of Previous			
Retirement	Syste	m		Dates of Membership			Service
	-,		То	From	Years		Months
			Contrib	ution History			
Emplo	yer C	ontributio	ns	En	ployee		tions
Contributions	Inte	erest	Total	Contributions	Inte	erest	Total
Contributions Wi Is applicant vest						□ No	
Please provide s salary changes.	alary I		Be Provided	ry History by Previous Emp od including start		y and al	l subsequent
Signature of Cer	tifier_				Date_		
Print Name				_ Title		Pho	ne
Please Return T				ces Managemen			



# **Questions & Next Steps**

*Center for Learning and Development* 

OFFICE of Human Resources Management Angela D. Alsobrooks County Executive



# **Next Steps**

- Complete NEOP Session Evaluation (Sent via email)
- Select your benefits in SAP ESS by your deadline
- Complete your onboarding paperwork packet within 48 hours!
- Provide supporting documentation for benefits (if needed)
- Look out for updates on mandatory trainings to complete:
  - Ethics Training
  - Safety Training
  - Workplace Harassment Avoidance Training



# **Questions?**

<b>County Office of Human Resources Management</b> 1400 McCormick Drive, Largo, Maryland 20774 Monday – Friday; 8:30 a.m. – 5:00 p.m.   <u>http://ohrm.mypgc.us/</u>									
OHRM Division	Contact Information	Services							
Benefits	(301) 883-6380 (301) 883-6192 (fax) <u>Benefits@co.pg.md.us</u>	Benefit enrollment selection							
Center for Learning and Development	301-883-6396 <u>CLD@co.pg.md.us</u>	Learning and development opportunities for County employees							
Employee Services	301-883-6396 OHRMRecords@co.pg.md.us	Onboarding documentation including federal tax forms, access to personnel records							
Pensions	(301) 883-6390 (301) 883-6031 (fax) <u>Pensions@co.pg.md.us</u> <u>PGCDeferredComp@co.pg.md.us</u>	<ul> <li>Retirement and pensions selections, questions, or materials</li> </ul>							

Office of Finance – Payroll 1301 McCormick Drive, Suite 1100, Largo, MD 20774 (301) 952-5362 | PayrollDepartment@co.pg.md.us

OFFICE of Human Resources Management Angela D. Alsobrooks County Executive





# Enrollment Checklist Georges

#### Enroll

Within the first 30 days of hire.

#### □ Coverage Effective

Coverage begins the first of the moth following the date of hire.

#### □ Review and Consider the Benefits

Review the Active Employee Benefits Guide, rates, resources and information given to you through New Employee Orientation and on the Benefits website at <u>https://www.princegeorgescountymd.gov/461/Benefits-Administration</u>. Consider all costs, including your per-pay-period costs.

#### □ Make Changes to Your Benefits in Employee Self-Service (ESS)

Access Employee Self-Service (https://portal.sap.mypgc.us) to complete your Benefits elections.

If you do not remember your Employee Self-Service (ESS) user ID and password, please contact the IT Helpdesk at 301-883-5322. You will need this to access ESS and make changes to your elections.

#### □ Flexible Spending Accounts

Employees may choose to **enroll** in Healthcare Flexible Spending Accounts and Dependent Care Flexible Spending Accounts through Employee Self-Service. Elections do not carry forward; new elections must be made for healthcare and dependent care FSA programs each year during Open Enrollment. Funds for 2019 do not roll over and must be used by December 31, 2019.

#### Medical Opt-Out Credit

Employees may choose to enroll in the Medical Opt-Out Credit each year during Open Enrollment by submitting proof of coverage. A copy of your medical card must be submitted to the Benefits and Pensions Division and postmarked within 30 days of hire, with the Medical Opt-Out cover form. Email or fax to <u>benefits@co.pg.md.us</u> or 301-883-6192.

#### □ Proof of Eligibility

If you **enroll a spouse or dependent**, you **must provide documentation** to verify eligibility within 30 days of hire. All documents must be submitted to the Benefits and Pensions Division and postmarked within 30 days of hire, with the Dependent Verification cover form. Email or fax to <u>benefits@co.pg.md.us</u> or 301-883-6358.

#### □ Beneficiaries

Add any beneficiaries for insurance plans through Employee Self-Service. All immediate beneficiary changes should be made through the *Anytime Changes* module in https://portal.sap.mypgc.us.

#### **Voluntary Benefits**

A full-time, part-time or Limited Term Grant Funded (LTGF) employee that is actively working 15 or more hours per week can enroll in one or more of the voluntary benefit plans. The following program(s) are **not available** for enrollment through ESS: Whole Life Insurance, Critical Illness Insurance, Group Accident, Legal Resources, Legal Shield, and Aflac Supplemental Dental\*. To enroll in these voluntary benefits, please contact iBenefit at 1-844-816-0224. \*Note: To enroll in Aflac Supplement Dental, please contact Aflac at 1-800-992-3522.

#### □ Save and Submit

You must click the **Save** button in Employee Self-Service to complete and submit your enrollment elections. For more information on electing and submitting your benefits, see our *How to Enroll Guide* at <a href="https://tinyurl.com/HowToEnrollGuide">https://tinyurl.com/HowToEnrollGuide</a>.

#### Print

When you have completed your elections in Employee Self-Service, click the Print Benefit Elections Summary button. Please print this for your records. If you do not receive this option, please immediately contact OHRM at <u>benefits@co.pg.md.us</u> to confirm your elections were properly submitted.

Office of Human Resources Management Benefits and Pensions Division 1400 McCormick Drive, Suite 245, Upper Marlboro, MD 20774 (301) 883-6381 I (301) 883-6193 (Fax)

### New Hire/ Rehire How to Enroll Instructions Employee Self-Service (ESS)

You can access the ESS New Hire Enrollment module at https://portal.sap.mypgc.us

Please reference the tutorial for accessing the ESS module at http://pgcwfd00.sap.mypgc.us:8080/WFD/wa/SAPTMID/~tag/published/index.html?show=book%21BO\_C60F21065C8765B7

NEW HIRE/REHIRE QUICK REFERENCE GUIDE TOOL BAR										
Personal Profile	2 Dependents and Beneficiaries	3 Health Plans	4 Insurance Plans	5 Flexible Spending Accounts	6					

NOTE: The steps outlined below will take you through the entire on-line enrollment process. However, if you do not want to go through the entire process and you just want to enroll and/or make changes to a Health Benefit Plan follow steps three (3) and four (4); Insurance Plans (Life and/or Long-Term Disability) and the Health and Dependent Care Flexible Spending Accounts follow steps six (6) and seven (7).

#### **Step One (1): Personal Profile**

Click on step 1 to view your personal profile, such as name, address, etc. (This step is optional)

NEW HIRE/REHIRE: S	Step 1 (Personal Pro	file)			
🔺 Previous 🛛 Next 🕨 🗌 🔙 Sar	ve 🛛 🧷 Edit Personal Profile				
Personal Profile D	2 Dependents and Beneficiaries	3 Health Plans	Insurance Plans	Flexible Spending Accou	6
Personal Data					Benefits Medical Information
Full name: NHESSE SSN: XXX-XX					No data available
Addresses					
Mailing Address					
	777 North laurel rd				
•	Laurel				
Telephone Number:					
Home Address					
	777 North laurel rd				
-	Laurel				
Telephone Number:					

#### Step Two (2): Dependents and Beneficiaries

Click on step 2 if you would like to check your current dependent (e.g., spouse and/or children) and beneficiary information. If you are adding a dependent(s) to your health benefit plans [e.g., medical, dental, prescription, vision] **you must add them as a spouse, child, step-child and/or legal ward. Make sure to save them prior to the next step,** this will ensure that a dependent(s) is listed when you make your health benefit plan elections.

• To add a dependent or beneficiary, click on the icon (Dependents and Beneficiaries)

NEW HIRE/REHIRE: Step 2 (Dependents and Beneficiaries)									
🔥 Previous 🛛 Next 🕨 🛛	🔜 Save 📔 🥖 Edit Dependents and Be	neficiaries				<b>8</b> 4			
Personal Profile	2 Dependents and Beneficiaries	Health Plans Insura	4 noe Planis Rexibi	5 le Spending Accounts	6				
Family Members/Depe	nde nts		External Organizations						
Spouse			No data	a ava llable					
Name:	Manley Spouse								
Date of Birth:	01/01/1970								
Child									
Name:	Manley Son								
Date of Birth:	01/01/2010								

• Select "Add" and a drop-down list will appear.

Pependents and Beneficiaries				
Close				🍰 a 🕜 a
▼ Family Members / Dependents 🔂 Add	4	▼ External Organizations	⊾ bbA	
Spouse		No data available		
Name: Manley Spouse Date of Bith: 01/01/1970	1 🗊			
Child				
Name: Manley Son Date of Birth: 01/01/2010	∥ ₪			

• Select the Dependent Type (e.g., spouse, child or beneficiary) from the drop-down list.



• Fill in dependent information on the screen. Note: The asterisk (\*) fields are required fields and must be completed.

Add Spouse				
Obse 🛛 🔙 Save and Back 🗧 Sa	/e 🔀 Cancel		22	<b>0</b> 4
Name		Deta At Birth		
* First Name:		* Date Of Birth:		<b>E</b> 2
* Last Name:	Manley	Gender: (		
Tte:	<b>•</b>		Male	
		c	Undeclared	
P hys Iclans				
Phy sician 1:		Address		
D Number:		Country		-
Phy sician 2:		House Number And Stree	t	
D Number:		Address Line 2	2	
		City		
Challenge		State	E	-
Disability :		ZIP Code		
Disability Date:		Telephone	£	
Notification Date:				
		Other Personal Data		
Status		* Social Security Number		
status				

• Select Save – If you are adding more than one dependent or beneficiary, select "Save and Back" to add your additional dependents and/or beneficiaries.



Note: Beneficiary updates and/or changes made through the New Hire portal will not become effective until the first of the month following your hire date. You can update or change your beneficiary(ies) immediately through the Employee Self-Service (ESS) on-line enrollment portal under Anytime Changes.

#### **Step Three (3): Health Benefit Plans**

• Click on step 3 to enroll or make a change(s) to a health benefit plan(s) [e.g., medical, dental, prescription, vision].

EW HI	RE/REHIR	E:Step3 (H	ealth Pla	ns)					
Prev lous	s Next 🕨 🛛 🥫	Save							0
• Per	nsonal Profile	2 Dependents and Be	eneficiaries	3 Health Plans	4 Insurance Plans	5 Flex ble Spending Acc	ounts Review	6	
Enrollin	n Health Plans								
Actions	Plan Type	Starts On	Status	Plan Name	Option	Cov era ge	Dep en de nts	Pre-Tax Costs	Post-Tax Costs
	DENTAL	05/01/2019	Current	Dental DMO	Stan da rd	EE+ Family	Spouse Manley, Son Manley	23.86 USD B⊩ w eekly	
Cò -	DENTAL	06/01/2019							
	MEDICAL	05/01/2019	Current	Ogna PPO	S tan da rd	EE+ Family	Spouse Manley, Son Manley	245.46 USD BI- w eekly	
Lò .	MEDICAL	06/01/2019							
	PRESCRIPTION	05/01/2019	Current	Prescription	Stan da rd	EE+ Family	Spouse Manley, Son Manley	31.48 USD B⊩ weekly	
ò	PRESCRIPTION	06/01/2019							
	VISION	05/01/2019	Current	Vision	S tan da rd	EE+ Fam Vision	Spouse Manley, Son Manley	1.12 USD BI- weekly	
Lò .	VISION	06/01/2019							

• For example, to enroll or make a change to a medical plan, click on the icon and select the medical plan and coverage level (e.g., Individual, Two-Person, Family) you want.

Se la	Select a MEDICAL Plan									
	Plan Name	Option	Coverage	Pre-Tax Costs	Post-Tax Costs					
	Cigna PPO	S tan da rd	EE+ Family	245.46 USD BI- weekly	0.00 USD BI- weekly					
	Cigna HMO	Stan da re	EEonly	55.33 USD B⊩ w eekly	0.00 USD BI- weekly					
	Cigna HMO	S tan da rd	EE+1	110.66 USD BI- wieekly	0.00 USD BI- weekly					
	Cigna HMO	S tan da rd	EE+ Family	154.73 USD BI- w eekly	0.00 USD BI- weekly					
	Cigna PPO	S tan da rd	EEonly	86.68 USD B⊩ weekly	0.00 USD BI- weekly					
	Cigna PPO	Stan da rd	EE+1	174.79 USD BI- w eekly	0.00 USD BI- weekly	•				
Enro	En roll Dependents									
<b>v</b> s	Spouse Manley (Spouse)									
Son Maniey (Child)										
	Add Cancel .:									
					Calicer					

• Under "Enroll Dependents," select the dependent(s) you want to cover. Click "Add" to complete the change.

En roll Dependents	
Spouse Manley (Spouse)	
Son Manley (Child)	1
	Add Cancel

• To enroll or make a change to the prescription, dental, or vision plans, repeat step (3).

**Medical and Prescription Opt-Out Credit Plans** If you want to opt-out of the medical and/or prescription plans, click on the opt-out option under the medical and/or prescription plans.

- Select "Add" to complete your change.
- Proceed to step (4) Insurance to select your insurance options.
- If you are done, please proceed to step (6) and **SAVE** your choices.

#### Step Four (4): Insurance (e.g., Life and Long -Term Disability) Plans

Click on step 4 to make a change to the Basic Life insurance plan and/or enroll or change the Extra Life or Long-Term Disability insurance plans.

#### **Basic Life Insurance**

• To change your option level (from two [2] times to one [1] times your salary or vice versa), click on the icon and make your selection.

Se le	cta BASIC LII	FE Plan					[	×
	Plan Name		Option	Cov era ge	Pre-	Tax Costs	Post-Tax Costs	5
	Basic Life (2 1	Times Salary)	2 X Salary	166,000.00			0.00 USD Monthly	
	Basic Life (1 1	Times Salary)	1 X Salary	83,000.00			0.00 USD B⊩ weekly	
De	elgnate Bene	ficiaries						
Nar	me	Relation ship	Primary P	ercentage (%)		Contingent	Percentage (%)	
Spo	ouse Manley	Spouse			0			0
Sor	n Manley	Child			0			0
Tot	al				0			0
		-				_	Add Cancel	l:

• To designate a beneficiary(ies), select the name(s) of your beneficiary(ies) from the list under "Designated Beneficiaries" and apply the percentage amount. Note: The percentage amount must be whole numbers and must equal 100%. (Contingent Beneficiaries are optional).

Name	Relationship	Primary Percentage (%)	Contingent Percentage (%)	
Spouse Manley	Spouse	0		0
Son Mankey	Child	0		0
Total		0		0

- Click "Add."
- If you are done selecting your Basic Life plan or updating your selections, please proceed to step (6) and SAVE your choices.

#### Long-Term Disability (LTD) Plan

• Click on the icon and to select your level of coverage.

Enrollin	Enroll in Insurance Plans								
Actions	Plan Type	Starts On	Status	Plan Name	Option	Cov erage	Primary Benefi	Pre-Tax Costs	Post-Tax Costs
0	AD&D	04/10/2019	Current	Accidental Death	10K Coverage	10,000.00 USD			
2	BASICLIFE	04/10/2019	Current	Basic Life (2 Times Salary)	2 X Salary	150,000.00 USD			
Ŵ	LTD	05/01/2019	Current	Long Term Disability	L TD 60 % Coverage	495.87 USD			41.32 USD Monthly
Cò	LTD	06/01/2019							
Cò	EXTRA LIFE	06/01/2019							

• Select 50% or 60% of your salary.

Plan Name	Option	Cov era ge	Pre-Tax Costs	Post-Tax Costs
Long Term Disa	bility LTD 60 % Coverag	e 83,200.00		0.00 USD Monthly
Long Term Disa	bility LTD 50% Coverag	e 83,200.00		0.00 USD Monthly
Long Term Disa	bility LTD 60% Coverag	e 83,200.00		0.00 USD Monthly

- Click "Add."
- Proceed to Extra Life if you are enrolling or making changes to that option.
- If you are done selecting your Long-Term Disability plan or updating your selections, please proceed to step (6) and SAVE your choices.

#### Extra Life Insurance

• Click on the Extra Life icon.

Enrollin	Enroll in Insurance Plans								
Actions	Plan Type	Starts On	Status	Plan Name	Option	Cov era ge	Primary Benefi	Pre-Tax Costs	Post-Tax Costs
0	AD&D	04/10/2019	Current	Accidental Death	10K Coverage	10,000.00 USD			
2	BASICLIFE	04/10/2019	Current	Basic Life (2 Times Salary)	2 X Salary	150,000.00 USD			
Ŵ	LTD	05/01/2019	Current	Long Term Disability	L TD 60 % Cov erage	495.87 USD			41.32 USD Monthly
Cò	LTD	06/01/2019							
Lò 🛛	EXTRA LIFE	06/01/2019							

• Select the option level (1X, 2X, 3X or 4X your salary).

\$	e le ct a	extra l	IFE P Ian					×
	Pla	n Name	Option	Cov era ge	Pre-Tax Co	osts	Post-Tax Costs	
	Ext	tra Life	1X Salary	83,000.00			0.00 USD Monthly	
	Bri	tra Life	2X Salary	166,000.00			0.00 USD Monthly	
	Bri	tra Life	3X Salary	250,000.00			0.00 USD Monthly	
	Ext	tra Life	4X Salary	333,000.00			0.00 USD Monthly	
	Desig	nate Bene	eficiarie s					
1	Name		Relationship	Primary Perce	ntage (%)	Contin	igent Percentage (9	6)
:	Spouse	e Manley	Spouse		0			0
:	Son Ma	anley	Child		0			0
ŀ	Tota I				0			0
-							Add Cancel	

- Repeat the process listed under the Basic Life insurance (second bullet) to select your beneficiary(ies).
- Click "Add."
- Proceed to step (5) Flexible Spending Accounts if you are enrolling or making changes to that option.
- If you are done selecting your Insurance or Long-Term Disability plan(s) or updating your selections, please proceed to step (6) and **SAVE** your choices.

#### **Step Five (5): Flexible Spending Accounts**

- Click on step (5) to enroll in the Health and/or Dependent Care Flexible Spending Accounts.
- To enroll, click on the icon and enter the annual dollar amount you want for calendar year 2019.

							Options -		
NEW HI	NEW HIRE/REHIRE: Step 5 (Flexible Spending Accounts)								
Previou	K Previous Next 🛓 📃 Save								
	1     2     3     4     6     6       Personal Profile     Dependents and Beneficiaries     Health Plans     Insurance Plans     Flexible Spending Accounts       Enroll in Flexible Spending Accounts								
	Plan Type	Starts On	Status	Plan Name	Pre-Tax Costs	Post-Tax Costs			
1	DEPENDENT FSA	04/01/2019	New	Dependent Care FSA	21.05 USD Bi-weekly				
Lò.	HEALTH FSA	04/01/2019							

- Click "Calculate" to obtain your bi-weekly cost.
- Select "Add."
- After you select "Add," your election should state "New."
- Go to step (6) and follow the steps to **SAVE** enrollment or changes made to the Health Care and/or Dependent Care Flexible Spending Accounts.

If you do <u>not</u> see your new annual election amount and the word "New", you <u>have not</u> followed the steps correctly to enroll in the Health Care and/or Dependent Care Flexible Spending Accounts. Failure to complete step (5) will result in you not being enrolled in the Health Care and/or Dependent Care Accounts for calendar year 2019.

#### **Step Six (6): Review and Save**

- Click on step (6) to review your enrollment benefit elections.
- Click on the "SAVE" icon. It is imperative that you SAVE any enrollments or changes made in steps (3) through (6) so they can be updated to the ESS system.

• You will see the message; "Data Saved Successfully."

NEW HIRE/REH.	IRE						
💟 Data saved successfu							
What doyou want to	do next? 💛						
Print Benefit Elections	is Summary						
Go to Enrollment							
Go to Benefits Partic	dipation Overview						
Benefit Elections Su	um mary						
Plan Type	Starts On	Status	Plan Name	Option	Credit Amount	Cov erage	Dependents
DENTAL	05/01/2019	Current	Dental DMO	Standard		EE + Family	Spouse Manley, Son Manley
MEDICAL	06/01/2019	Current	Oigna HMO	Standard		EE + Family	Spouse Manley, Son Manley
PRESCRIPTION	05/01/2019	Current	Prescription	Standard		EE + Family	Spouse Manley, Son Manley
VISION	05/01/2019	Current	Vision	Stand and		EE + Fam Vision	Spouse Manley, Son Manley
AD&D	04/10/2019	Current	A c cide nta i Dea th	10 K Cov erage		10,000.00 USD	
BASIC LIFE	04/10/2019	Current	Basic Life (2 Times Salary )	2 X Salany		150,000.00 USD	
LTD	05/01/2019	Current	Long Term Disability	LTD 60% Coverage		495.87 USD	
DEPENDENT FSA	05/01/2019	Current	Dependent Care FSA				
HEAL TH FSA	05/01/2019	Current	Health Care FSA				

• Click the "**PRINT** Benefit Elections Summary" option to print your Benefit Confirmation for your records.

# Prince George's County Government Active Employee Benefits Guide 2020



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# Welcome

The following sections contain information on a range of employee benefits and related topics, including:

- Enrollment
- Benefits at a Glance
- Premium Rates
- Benefits Overview
- Voluntary Benefits
- OHRM & Provider Contacts



# About this Guide

The Prince George's County Office of Human Resources Management (OHRM) manages benefits programs that enable the County to attract, support, and retain a well qualified and diverse workforce. OHRM is committed to providing the highest level of customer care in administering employee benefits.

This guide provides comprehensive information about your benefits as a Prince George's County employee. Use this guide as your go-to resource for:

- Enrolling in benefits for the first time;
- Making changes or updating your benefits during Open Enrollment or a qualifying life event; and
- Learning more about your benefits throughout the year.

**Disclaimer:** This Guide is not a contract. Its purpose is to provide summary information about employee benefits. It does not fully describe each benefit. Please refer to the Summary Plan Descriptions and benefits provider materials for details of each benefit. Every effort has been made to ensure that the information contained in this Guide is accurate. The provisions of the actual contract will govern in the event of a discrepancy.





# Enrollment

- How to Enroll •
- **Resources and Assistance** •
- **Coverage Effective Dates** •
- **Qualifying Life Events** •



# Enrollment

### How to Enroll

Enrollment as a new hire and during the annual open enrollment period can be made through Employee Self Service (ESS). You can access ESS on any computer with an internet connection at https://portal.sap.mypgc.us.

Qualifying changes to benefits outside of open enrollment or a new hire event must be completed by submitting an "Enrollment/Change Form" to the Benefits Administration Division.

The following program(s) are **not available** for enrollment through ESS and may have different effective dates:

- Whole Life Insurance
- Critical Illness Insurance
- Group Accident
- Legal Resources
- Legal Shield
- Aflac Supplemental Dental

Plan Year: January 1 through December 31.

### **Resources & Assistance**

Employees who need assistance or computer access can visit OHRM Benefits and Pensions Division at 1400 McCormick Drive, Suite 245, Largo, Maryland 20774. In addition, visit https://www.princegeorgescountymd.gov/461/Benefits-Administration for enrollment resources, including checklists, instructions, and more.

### Coverage Effective Dates

#### **Outside of Open Enrollment:**

- New Hires: Elections must be made within 30 days of your date of hire (DOH) and will be effective the first of the month following your DOH for Core Benefits.
   Voluntary Benefits are not available through ESS and effective dates will vary by vendor. Please check with the individual vendors regarding the applicable effective dates
- Qualifying Life Events (QLE): Changes must be made within thirty (30) days of the QLE. Coverage will begin on the first of the month following the qualified life event, unless the change is due to a birth, legal guardian dependents, adoption, or placement for adoption of a child, in which case coverage is effective on the date of birth, adoption, or placement for adoption. QLEs include:
  - Marriage, divorce, or legal separation
  - Death of the employee's spouse or dependent
  - Birth, adoption or legal guardianship of a child
  - Change in eligibility status of a dependent of the employee, including attainment of age limit of eligibility
  - Change in dependent's job that results in addition or loss of coverage
  - Status change of an employee (*i.e.*, part-time to full-time, full-time to part-time, beginning leave of absence or returning from such leave)
  - Relocation into or out of network area for employee, spouse and dependent;
  - An employee, spouse, or dependent becomes enrolled under Medicare or Medicaid.

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# Enrollment

### Qualifying Life Events and Required Documentation

If you have a qualifying life event, you must report it to the Office Human Resources Management (OHRM) within 30 days of the event and provide the required documentation to make a change to your benefits. If you do not report the event within 30 days, your next opportunity to make changes will be during the annual open enrollment period.

All documents must be submitted to the **OHRM Benefits and Pensions Division** as follows:

- Email a picture of your documents or scan and email them to <u>Benefits@co.pg.md.us</u>; OR
- Fax your documents to (301) 883-6192.

Qualifying Life Event	Eligibility	Required Documents
Birth	Natural born child	<ul><li>Birth certificate; AND</li><li>Social Security number</li></ul>
Marriage	Spouse as recognized by law	<ul><li>Marriage certificate; AND</li><li>Social Security card</li></ul>
Divorce	-	Divorce decree
Legal Separation or Limited Divorce	-	Proof signed by judge or attorney
Guardianship	Child is under the protection or in the custody of the participant	<ul><li>Temporary or final guardianship order; AND</li><li>Social Security number</li></ul>
Adoption	Child is eligible at the time of placement	Adoption decree or judgement
Adoption (in a foreign country)	Child is eligible at the time of placement	<ul> <li>Birth certificate (certified and translated into English); AND</li> <li>Adoption order (certified and translated into English)</li> </ul>
Death (of spouse or dependent)	-	Death certificate
Loss of Coverage	Participant, eligible spouse, and/or dependent(s)	<ul> <li>Proof of coverage, including the type of coverage, date obtained, and date terminated</li> </ul>
Gaining Coverage	Participant, eligible spouse, and/or dependent(s)	• Proof of coverage, including the type of coverage and the effective date
Change of Employment Status from Temporary (i.e., 1,000 hour, LTGF) to Full Time/Full-Time to Part-Time	Participant, eligible spouse, and/or dependent(s)	• Documents listed above related to the election.





- Eligibility
- Dependents
- Medical, Dental, Prescription Drug Plan & Vision Benefits
- Plan Rates



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### Eligibility

Prince George's County Government employees eligible to receive benefits include:

- Full-time permanent employees;
- Part-time permanent employees who generally work at least 15 hours per week;
- Employees whose grant-funded contract positions include funding for medical benefits are eligible to participate in the Cigna PPO and HMO health care plan only; and
- Active Accessors and Judges (Circuit and District Court).

Eligible employees may enroll in plans within thirty (30) days of your date of hire, open enrollment periods, and throughout the benefits calendar year within thirty (30) days of a qualifying life event.

Health, vision, dental, flexible spending accounts, and life insurance coverage begin the first day of the month after date of hire and qualifying life event; other benefits programs may have additional requirements.



### Dependents

You are required to provide documentation within thirty (30) days of your date of hire, qualifying life event, or open enrollment to verify coverage eligibility for the dependent you have enrolled in coverage. Dependents eligible for coverage include:

1. Your lawful spouse, as defined by the Federal Government;

2. Children and stepchildren under the age of 26;

The term child includes any of the following, until the child reaches the limiting age:

- A natural child;
- A step child;
- A legally adopted child or a child legally placed for adoption;
- A child under your legal guardianship

Children who are physically or mentally incapable of self-support as determined by medical certification continue on your County coverage beyond the normal age limit if the disability continues and the child remains unmarried. The child must already be covered under the plan. You may be asked to provide certification of the child's disability every two to three years. Documentation must be on file prior to the child reaching the limiting age.



### **Medical Benefits**

### Prince George's County Government Health Benefits Program (PGCHBP)

- The cost is shared by the employee and the County
- All employees must pay employee contribution premiums

### **Health Care Providers**

- Cigna HMO, PPO
- Kaiser Permanente HMO

### Dependent Coverage

Make sure your dependents are eligible for insurance and that you have the appropriate documentation to show eligibility before you enroll them in any coverage. You are required to provide the documentation within thirty (30) days of enrollment to the Benefits and Pensions Division to enroll a new dependent. For newborn children, age three months or younger, a hospital-issued birth certificate will be accepted in place of a government-issued birth certificate. If documents to prove dependent eligibility are not received within the first thirty (30) days of their enrollment, your dependent's coverage will be terminated prospectively.





### 2020 Plan Rates: MEDICAL – Employees

The follow chart lists the biweekly rates you will pay for your benefits through December 31, 2020.

### Biweekly Employee Rates: Medical Plans

	Cigna PPO	Cigna HMO	Kaiser Permanente HMO
Self Only	94.60	60.38	55.06
Self + 1	190.75	120.76	109.86
Family	267.88	168.85	159.18



### KAISER PERMANENTE®





### 2020 Plan Rates: MEDICAL- Crossing Guards

The follow chart list the biweekly rates you will pay as a **Crossing Guard** for your benefits over **21** pay periods through December 31, 2020.

### Biweekly Employee Rates: Medical Plans

	Cigna PPO	Cigna HMO	Kaiser Permanente HMO
Self Only	121.62	77.63	70.80
Self + 1	245.25	155.26	141.25
Family	344.41	217.10	204.66







### 2020 Plan Rates: PRESCRIPTION

- Provider: Express Scripts ٠
- Coverage is available at participating retail pharmacies •
- The plan has a mandatory generic requirement for brand medications that have a generic alternative.
- Mandatory mail order requirement for all maintenance medications

### Biweekly Employee Rates: Prescription (RXP)

	RXP
Self Only	11.80
Self + 1	23.75
Family	30.33

### Biweekly Employee Rates: Prescription

Crossing Guards – paid over 21 pay periods

	RXP
Self Only	15.17
Self + 1	30.53
Family	38.99





# **Opt-Out Incentive**

If you do not want health insurance or prescription plan coverage through the Prince George's County Health Benefits program, you may be eligible to receive a stipend of up to \$400 annually for medical and \$200 annually for prescription by opting out of the County Health Benefits program. Health insurance coverage through a parent or spouse employed by the County does not disqualify an employee for the Health Insurance Opt-Out Incentive. Employees are **not eligible** for the Opt-Out Incentive if they are in limited term grant-funded positions.

The Opt-Out Incentive is prorated and, if elected, is paid for months the employee is eligible for the employer contribution toward a health insurance premium. Employees will receive an equal portion of the payment in each payroll period (for employees paid on a biweekly basis, payment will be distributed through 24 payrolls a year).

### How to Opt Out

- You must opt out through Employee Self-Service within thirty (30) days of your date hire or during the annual open enrollment period.
- You must forward proof of coverage within thirty (30) days of opting out to the Benefits and Pensions Division.
- Employees must re-enroll in the Health Opt-Out Incentive each year during the Annual Benefits Enrollment period by resubmitting your proof of coverage.



# Benefits at a Glance

# 2020 Plan Rates: DENTAL

- Provider: Aetna Dental
- Dental DMO: If you enroll in the Aetna DMO plan you must select a Primary Care Dentist (PCD) to use your coverage. The PCD has primary responsibility for managing your dental care. Each DMO member must select a PCD. You can switch your selection as frequently as once per month. To designate your PCD, visit www.aetna.com and click "login", call Member Services at 1-877-238-6200, or complete a PCD Election Form. If you choose a new PCD on or before the 15<sup>th</sup> of the month, the change will go into effect on the first day of the following month. For example, if you change your PCD on April 15, the change will take effect May 1, and if you change your PCD on April 16, the change will take effect on June 1.
- Dental PPO: Choose any dentist, find a network dentist by using the Aetna online directory at <u>www.aetna.com</u>.

# Biweekly Employee Rates: Dental Plans

	Aetna DMO	Aetna PPO
Self Only	11.52	17.82
Self + 1	18.07	32.55
Family	23.08	48.15

### Biweekly Employee Rates: Dental Plans Crossing Guards – paid over 21 pay periods

	Aetna DMO	Aetna PPO
Self Only	14.82	22.91
Self + 1	23.23	41.85
Family	29.68	61.91



# Benefits at a Glance

# 2020 Plan Rates: VISION

- Provider: Vision Service Plan (VSP)
- The County offers two (2) vision plan options:
  - Base Plan; and
  - Buy-up Plan.

Both plans provide coverage for eye glasses, contact lenses, and a comprehensive annual eye exam benefit whereby participants will pay a \$10 co-payment for routine eye examinations.

Biweekly Employee Rates: Vision Pla		vsp
	VSP Base Plan	VSP Buy-Up
Self Only	0.52	0.86
Family	1.10	2.24

Biweekly Employee Rates: Vision Plans (Crossing Guards – paid over 21 pay periods)

	VSP Base Plan	VSP Buy-Up
Self Only	0.67	1.10
Family	1.41	2.88





- New Hires, Qualifying Life Events, and Open Enrollment
- Core Benefits
- Voluntary Coverage

# Benefits You Can Enroll In

**Click to Return to Table of Contents** 



# Benefits You Can Enroll In

# New Hires, Qualifying Life Events, and Open Enrollment

Benefit	Options	Who Pays	How to Enroll
Medical	<ul><li>Cigna HMO, PPO</li><li>Kaiser HMO</li></ul>	You pay a portion of the cost of coverage. Premiums are deducted from your paycheck on a pre-tax basis.	Employee Self-Service
Prescription	Express Scripts	You pay a portion of the cost of coverage. Premiums are deducted from your paycheck on a pre-tax basis.	Employee Self-Service
Dental	<ul><li>Aetna DMO</li><li>Aetna PPO</li></ul>	You pay a portion of the cost of coverage. Premiums are deducted from your paycheck on a pre-tax basis.	Employee Self-Service
Vision	<ul> <li>Vision Service Plan</li> <li>o Base Plan</li> <li>o Buy-up Plan</li> </ul>	You pay a portion of the cost of coverage. Premiums are deducted from your paycheck on a pre-tax basis.	Employee Self-Service
Life	<ul><li>Aetna</li><li>Extra Life Insurance (XLI)</li></ul>	Basic Life Insurance is 100% employer paid. Optional upgrades available at a cost to the employee. You pay the full cost of coverage for Extra Life Insurance on an after-tax basis.	Employee Self-Service
Disability	<ul> <li>Aetna</li> <li>Long Term</li> </ul>	You pay the full cost of coverage. Premiums are deducted from your paycheck on an after-tax basis.	Employee Self-Service
Flexible Spending Accounts (FSAs)	<ul> <li>ConnectYourCare</li> <li>Health Care FSA</li> <li>Dependent Care FSA</li> </ul>	Contributions are deducted from your paycheck on a pre-tax basis.	Employee Self-Service





# Benefits You Can Enroll In

## New Hires, Qualifying Life Events, and Open Enrollment

Benefit	Options	Who Pays	How to Enroll
Employee Assistance Program (EAP)	• KEPRO	100% employer paid for the first eight (8) counseling sessions, per issue.	Automatically enrolled, must call 1.877.334.0530 for services.
Disability	<ul> <li>Unum         <ul> <li>Short Term</li> </ul> </li> </ul>	You pay the full cost of coverage. Premiums are deducted from your paycheck on an after-tax basis.	Contact iBenefits directly 1.844.816.0224
	<ul> <li>Unum         <ul> <li>Whole Life Insurance</li> </ul> </li> </ul>	You pay the full cost of coverage. Premiums are deducted from your paycheck on an after-tax basis.	Contact iBenefits directly 1.844.816.0224
Supplemental Insurance	<ul> <li>Unum</li> <li>Critical Illness</li> <li>Group Accident</li> </ul>	You pay the full cost of coverage. Premiums are deducted from your paycheck on an after-tax basis.	Contact iBenefits directly 1.844.816.0224
	<ul> <li>Aflac         <ul> <li>Supplemental Dental</li> </ul> </li> </ul>	You pay the full cost of coverage. Premiums are deducted from your paycheck on an after-tax basis.	Contact AFLAC directly 1.800.992.3522
Legal Services	<ul><li>Legal Resources</li><li>Legal Shield</li></ul>	You pay the full cost of coverage. Premiums are deducted from your paycheck on an after-tax basis.	Contact iBenefits directly 1.844.816.0224



Your benefits are an important part of your overall compensation. Prince George's County Government offers a comprehensive array of benefits to protect your health, wellbeing, family, finances and lifestyle, including:

- Medical Benefits
- Prescription
- Dental Benefits
- Vision Benefits
- Life and Disability Insurance

# Core Benefits Overview





# **Medical Benefits**



### Prince George's County Government Health Benefits Program (PGCHBP)

Eligible employees have the following health plan choices:

- Cigna HMO, PPO
- Kaiser Permanente HMO

Your health insurance premium cost is shared with the County, which contributes up to 75% toward the total cost (HMO - 75% and PPO - 70%). All health insurance premium deductions are made on a pre-tax basis.

### Dependent Coverage

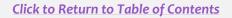
Make sure your dependents are eligible for insurance and that you have the appropriate documentation to show eligibility before you enroll them in any coverage. You are required to provide the documentation within thirty (30) days of enrollment to the Benefits and Pensions Division to enroll a new dependent. For newborn children, age three months or younger, a hospitalissued birth certificate will be accepted in place of a governmentissued birth certificate. If documents to prove dependent eligibility are not received within the first thirty (30) days of their enrollment, your dependent's coverage will be terminated prospectively.



# **Medical Benefits**

## Plan Comparison at a Glance

Benefit	Benefit Cigna PPO – Out of Network Cigna HMO		Kaiser Permanente HMO		
CALENDAR YEAR DEDUCTIBLE					
Employee Only	\$300	\$50	NONE		
Family	\$550	NONE	NONE		
OUT-OF-POCKET MAXIMUM (per calendar	year) *Please Note: Some benefits do not ap	ply toward the out-of-pocket maximum			
Employee Only	\$2,000	\$2,000	\$3,500		
Family	\$4,000	\$4,000	\$9,400		
EMERGENCY SERVICES	EMERGENCY SERVICES				
Emergency Room Care [waived if admitted]	\$150 copay/visit	\$150 copay/visit	\$50 per visit		
Emergency Medical Transportation	No charge	No charge	No charge		
Urgent Care	re \$50 copay/visit \$50 copay/visit		\$15 per visit		
MENTAL HEALTH					
Outpatient Care	Covered 80% after deductible	\$35 copay/visit	Individual: \$10 per visit; Group: \$5 per visit		
Inpatient Care	Covered 80% after deductible	\$250 copay/visit	\$100 per admission		



# **Medical Benefits**

# PLAN COMPARISONS AT A GLANCE (cont.)

Benefit	Cigna PPO – Out of Network	Cigna HMO	Kaiser Permanente HMO		
MATERNITY CARE	MATERNITY CARE				
Office Visits (for mother)	Covered 80% after deductible	No charge	No charge		
Childbirth/delivery professional services	Covered 80% after deductible	No charge	Included in facility fee		
Childbirth/delivery facility services	Covered 80% after deductible	\$250 copay/admission	\$100 per admission		
INPATIENT SERVICES					
Hospital Stay	Covered 80% after deductible	\$250 copay/admission	\$100 per admission		
Hospice Care	Covered 80% after deductible	No charge	No charge		
Skilled Nursing Care	Covered 80% after deductible	No charge	\$100 per admission		
OUTPATIENT SERVICES					
Primary Care Visit	Covered 80% after deductible	\$30 per visit, deductible does not apply	\$15 per visit		
Specialist Visit	Covered 80% after deductible	\$35 per visit, deductible does not apply	\$15 per visit		
Preventative Care	Covered 80% after deductible	PCP : \$30 per visit, deductible does not apply Specialist: \$35 per visit, deductible does not apply	No Charge		
Diagnostic Test (x-ray, bloodwork)	Covered 80% after deductible	No charge, deductible does not apply	No Charge		



# **Prescription Drug Program**



The health and well-being of employees is a priority in Prince George's County Government. All of the benefits available to you reflect the County's commitment to providing high-quality, affordable medical plans and represent a significant component of your total rewards. Access to prescription drugs is a vital part of our medical coverage. The County's prescription drug benefit through **Express Scripts** has a mandatory home delivery program for all maintenance medications.

Maintenance medications are prescription drugs that you need to take regularly. Drugs that treat ongoing conditions or needs like asthma, diabetes, birth control, high cholesterol, high blood pressure and arthritis are usually considered maintenance medications. A maintenance medication can also be a drug that you take for three to six months and then discontinue. For example, an allergy medication that you take throughout the spring and summer could be considered a maintenance medication. For greater details about the Prescription Drug Program, visit: https://www.princegeorgescountymd.gov/461/Benefits-Administration.

### **Prescription Drug Plan**

	Pharmacy	Home Delivery	
Annual Deductible	\$50 per person		
Supply Limitations	30-day Supply	90-day supply	
Generic Drug	\$10 copay	\$20 copay	
Formulary Brand Name Drug	20% coinsurance (\$20 min/\$50 max)	20% coinsurance (\$40 min/\$100 max)	
Non-Formulary Brand Name Drug	30% coinsurance (\$40 min/\$50 max)	30% coinsurance (\$80 min/\$100 max)	

# Dental

The Dental Plan provides coverage for many dental services that you and your eligible dependents may need. The plan offers both network (DMO) or out-of-network (PPO) coverage. Aetna Dental provides national network coverage for Prince George's County Government through two networks: <u>Aetna Dental DMO</u> and <u>Aetna Dental PPO</u>. You receive greater benefit coverage when you use a provider who participates in the Aetna Dental participating network.

## Aetna Dental DMO features:

- A primary care dentist to manage your dental care. You choose the dentist from the dental network. Your primary care dentist can refer you to a specialist when necessary.
- No deductibles. •
- No annual dollar maximums.

# **Aetna Dental PPO features:**

- No referrals. •
- No need to choose a primary care dentist.





# **Dental Plan Summary**



This Dental Plan Summary Chart should be used as a general guide only. Refer to the Dental Plan Specific Plan Details (SPD) for further information at https://www.princegeorgescountymd.g ov/461/Benefits-Administration. If the information in the summary chart differs from the Specific Plan Details Document, the Specific Plan Details Document will govern.

# ♥aetna

Plan Features	Aetna Dental DMO	Aetna Dental PPO (non-participating)
Annual Deductible	NONE	NONE *Only for non participating
Annual Benefit Maximum	NONE	Plan pays \$1500 per person each calendar year
Preventative & Diagnostic Services	Applicable copays – based upon Fee Schedule	Covered at 100%
Basic Services	Applicable copays – based upon Fee Schedule	Covered at 100%
Major Services	Applicable copays – based upon Fee Schedule	Covered at 60%
Orthodontia	Applicable copays – based upon Fee Schedule	Up to 50%, with a Lifetime maximum of \$1,500

\*Aetna PPO (non-participating) - \$25 Annual Individual Deductible

- Major Services – 50% (Reasonable and Customary)



The Vision Plan administered by **Vision Service Plan (VSP)** provides you and your covered dependents with vision care services, such as eye exams, eyeglasses and contact lenses. You can choose between Base and Buy-up Plan options. A comprehensive plan summary can be found on the County's website.

	Base Plan Option			Buy- up Plan Option	
Benefit	Description	Сорау	Benefit	Description	Сорау
	Your Coverage with a VSP Provider			Your Coverage with a VSP Provider	
WellVision Exam	<ul><li>Focuses on your eyes and overall wellness</li><li>Every calendar year</li></ul>	\$10	WellVision Exam	<ul><li>Focuses on your eyes and overall wellness</li><li>Every calendar year</li></ul>	\$10
Prescription Glasses \$10		Prescription Glas	Prescription Glasses		
Frames	<ul> <li>\$150 allowance for a wide selection of frames</li> <li>\$170 allowance for featured frames</li> <li>20% savings on the amount over your allowance</li> <li>\$80 Costco frame allowance</li> <li>Every other calendar year</li> </ul>	Included in Prescription Glasses	Frames	<ul> <li>\$250 allowance for a wide selection of frames</li> <li>\$270 allowance for featured frames</li> <li>20% savings on the amount over your allowance</li> <li>\$135 Costco frame allowance</li> <li>Every calendar year</li> </ul>	Included in Prescription Glasses
Contacts	<ul> <li>\$150 allowance for contacts; copay does not apply.</li> <li>Contact lens exam (fitting and evaluation)</li> <li>Every calendar year</li> </ul>	Up to \$60	Contacts	<ul> <li>\$200 allowance for contacts; copay does not apply.</li> <li>Contact lens exam (fitting and evaluation)</li> <li>Every calendar year</li> </ul>	Up to \$60





Basic life insurance coverage is administered through Aetna at no cost to you for basic life insurance up to 2x your base salary—up to \$200,000 based on your salary schedule—for all benefits eligible employees:

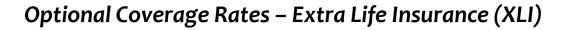
- Coverage is effective on the date of hire.
- The coverage amount automatically increases or decreases when you have a change in base salary.

### Accidental Death & Dismemberment (AD&D) Insurance

Accidental Death & Dismemberment (AD&D) Insurance is administered through Aetna at no cost to you. You are automatically enrolled in AD&D coverage on your date of hire, to a maximum benefit of:

- \$10,000 for all other Employee groups
- \$15,000 for Deputy Sheriff Civilians
- \$50,000 for Police Officers, Deputy Sheriffs, Correctional Officers, Firefighters, Paramedics, and Emergency Response Technicians

This benefit is payable for death or personal loss caused by an accident on or off the job.



Administered though Aetna, employees have the option of electing extra life insurance. You pay 100% of the cost of optional life insurance. You may purchase between one and four times your base pay in XLI, up to \$600,000.

However, elections of more than 3x your base salary and/or election resulting in \$300,000 or more requires the completion of an Evidence of Insurability (EOI) form. The XLI premiums are based on your salary and age. This premium is deducted from the first paycheck of each month and is an after-tax deduction.

Age Category	Monthly Factor Per \$1000*
Under Age 25	\$.098
Age 25 to 29	\$ .108
Age 30 to 34	\$ .118
Age 35 to 39	\$ .127
Age 40 to 44	\$ .216
Age 45 to 49	\$ .382
Age 50 to 54	\$ .706
Age 55 to 59	\$ 1.107
Age 60 to 64	\$ 1.519
Age 65 to 69	\$ 2.911
Age 70 and over	\$ 4.694

**Instructions for Calculating Monthly Premium**: Multiply your annual base salary by your XLI election (your choice being 1, 2, 3 or 4 times your base salary); round to the nearest \$1,000. Divide by 1,000. Use this number to multiply the month factor for your age category. This will provide the monthly cost of your XLI.



# Supplemental Life Insurance (SLI)

This benefit applies only to police officers, firefighters, paramedics, emergency response technicians, and deputy sheriffs.

SLI is administered by Aetna and is equal to fifty (50) times the monthly salary with a maximum benefit of \$300,000, which includes both basic and supplemental life insurance. SLI is 100% employer paid.





### Long-Term Disability (LTD)

All benefits-eligible employees may enroll in the Long-Term Disability (LTD) Insurance Program administered by Aetna. Long-term disability insurance provides income replacement that may be used in conjunction with your annual or sick leave. This program has a 180day elimination period. Income is replaced at 50% or 60% percent of your base pay, reduced by deductible income. You pay the full cost of coverage the first paycheck of each month and deductions are done on an after-tax basis. This assures that any payments you receive from the program are not taxed.

### Rates for 2020

	Public Safety Employees	Non-Public Safety Employees
50% of Base Pay	.00046	.00383
60% of Base Pay	.00673	.00596

**Instructions for Calculating Monthly Premium:** Multiply the rate times your base salary rounded to the nearest hundred. Divide the annual amount by 12 to find the monthly cost for this benefit.



# Work & Life Benefits

### Flexible Spending Accounts

The County offers benefits-eligible employees two pre-tax flexible spending accounts (FSAs) — a Health Care Flexible Spending Account and a Dependent Care Flexible Spending Account. These accounts allow you to pay for eligible, out-of-pocket health and/or dependent care expenses. Every plan year you must designate the amount to be set aside in your FSAs. Funds do not roll over; you must use all your funds by March 15<sup>th</sup> of each calendar year. ConnectYourCare administers these accounts.

### Health Care Flexible Spending Accounts

A Health Care Flexible Spending Account (HCFSA) allows you to set aside pre-tax money to pay for eligible health care expenses for you and your qualified dependents. Examples of eligible expenses may include health plan deductibles, copayments, and coinsurance; eye exams, contact lenses, and glasses; prescription drugs; dental care, including orthodontia; and over-the-counter (OTC) products with a physician's prescription. You do not have to enroll in a County medical plan to participate in an FSA through Prince George's County Government. You can contribute up to \$2,750 annually to a Health Care FSA, and your entire annual election is eligible to be reimbursed prior to you having the full amount deducted from your pay. Deductions for the HCFSA reduce the gross income on your Form W-2 for federal and social security tax purposes. All receipts for expenses must be submitted by April 30<sup>th</sup> of each calendar year.

### Dependent Care Flexible Spending Accounts (DCFSA)

A Dependent Care Flexible Spending Account (DCFSA) allows you to set aside pre-tax money to pay for eligible dependent care expenses for your qualified dependents. Examples of eligible expenses may include child care facility fees, before-school and after-school care or local day camp. You can contribute anywhere from \$250 up to \$5,000 annually, per family, to a Dependent Care FSA. Review a comprehensive list of eligible expenses at

https://www.connectyourcare.com/tools/eligibleexpenses/dependent-care-fsa-eligible-expenses/. All receipts for expenses must be submitted by April 30<sup>th</sup> of each calendar year.



# Work & Life Benefits

### **Employee Assistance Program (EAP)**

KEPRO's Employee Assistance Program is a free confidential program that offers face-to-face consultation with a local licensed provider and/or telephonic counseling with one of our Masters level clinicians. Access to services is available 24/7, 365 days a year. The plan provides up to eight (8) counseling sessions per issue.

All calls are answered live by professional counselors and service is available when you need it. There are no call backs, messages taken, voice mail or hold times. Counseling services are available for issues affecting employees, dependents and their household members.



### KEPRO EAP resources include:

- Confidential counseling
- Legal services
- Financial Services
- Webinar training
- Work life referral services for child and elder care, home repairs, pet care, etc.
- Wellness coaching
- Lactation support
- 24- Hour Crisis Counseling



Voluntary benefits are insurance products that employees may choose to purchase through the County:

- Supplemental Insurance
- Legal Services

# Voluntary Benefits Overview

1





### Short-Term Disability Insurance

Unum's Individual Short-Term Disability Insurance protects a portion of your income if you are unable to work due to a covered injury or illness. Common reasons people use this coverage include injuries, a covered pregnancy and digestive problems, such as gall bladder surgery. Key Features:

- Income coverage of up to 60% of your salary
- You can choose a monthly benefit between \$400 and \$5,000 for covered disabilities due to injuries.
- Deductions for the programs are done on an after- tax basis.

### Supplemental Coverage

Unum provides supplemental insurance plans as a voluntary benefit to County employees. You pay the full cost of coverage. Premiums are deducted from your paycheck on an after-tax basis. Each plan includes a \$50 Wellness Benefit. The following plans are available though Unum:

#### **Group Critical Illness Insurance Plan:** •

Group Critical Illness coverage from Unum can provide financial assistance when a serious illness strikes. Benefits paid by Group Critical Illness Insurance policies can help you with deductibles, co-pays and other out-of-pocket costs when you are diagnosed with a covered critical illness, such as a heart attack, stroke or cancer. Family coverage options are available for your spouse and children (under age 26).

#### **Group Accident Insurance Plan:** ٠

Accident Insurance can pay a set benefit amount based on the type of injury you have and the type of treatment you need. It covers accidents that occur on and off the job. And it includes a range of incidents, from common injuries to more serious events. Family coverage options are available for your spouse and children (under age 26).





Unum is the Prince George's County Whole Life Insurance administrator providing life insurance for your spouse, children and yourself. Unum's Whole Life Insurance is designed to pay a benefit to your beneficiaries, but it can also gain cash value you can use while you are living . This benefit offers an affordable, guaranteed level premium that will not increase due to age. Unum provides the following coverage options:

- Whole Life Insurance
- Individual spouse coverage
- Individual child coverage
- Child Term Life benefit

Key Features:

- This plan can be used in addition to your County provided Basic, Supplemental, and/or Extra Life Insurance.
- You pay 100% of the premium cost.
- Deductions are taken biweekly on an after- tax basis. Payments you receive from the program are not taxed.



SUPPLEMENTAL DENTAL INSURANCE



Supplemental Dental Insurance is administered by **Aflac.** Supplemental dental insurance is a separate plan that enhances your current dental coverage. An individual or family that needs coverage for a particular procedure not covered by their dental plan may choose to purchase supplemental dental insurance to help manage costs.

Key Features:

- Choose your own dentist
- No precertification requirements
- Pays an annual wellness benefit
- Premiums start as low as \$5.73 per week



# Legal Resources

The County offer two (2) providers **Legal Resources** and **Legal Shield** for a Legal Plan voluntary benefit.

The **Legal Resources** Legal Plan covers the attorney fees for a broad range of the most often needed legal services. The plan covers you, your spouse, and qualifying dependent children. There are no annual usage limitations, co-pays, or deductibles for the fully covered services.

Plan Features:

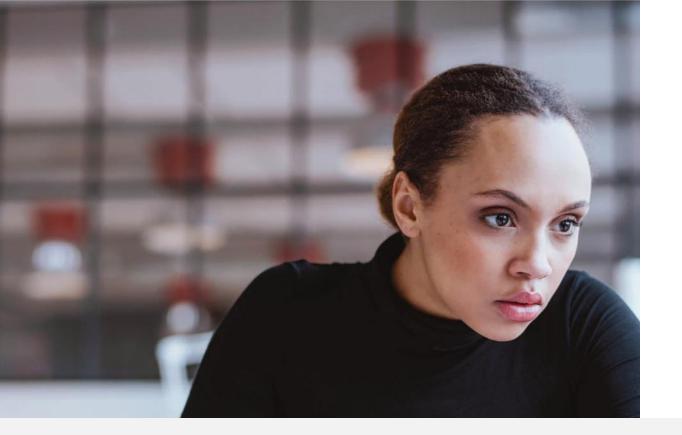
- Legal services are covered in full for your monthly fee
- \$17 per month deducted on an after-tax basis the first pay period of the month
- Mandatory enrollment of twelve (12) months

The **LegalShield Legal Plan** gets you access to advice and counsel on an unlimited amount of personal legal issues which include credit problems, family law, traffic violations, defense and preparation of wills.

Plan Features:

- Deductions are taken on an after-tax basis
- Attorney fees not covered in full are provided at a 25% discount





# Contacts



- OHRM Benefits
   Administration Division
- Plan Provider Contacts
  - Medical
  - Prescription
  - Dental Vision
  - Life and Disability Insurance
  - Flexible Spending Accounts
  - Employee Assistance Program



Click to Return to Table of Contents

# Contacts

### **OHRM Benefits and Pensions Division**

1400 McCormick Drive, Suite 245 Largo, Maryland 20774 Monday – Friday; 8:30 a.m. to 5 p.m. ET (301) 883-6380 Benefits@co.pg.md.us https://www.princegeorgescountymd.gov/461/Benefits-Administration

### **Office of Finance – Payroll**

14741 Governor-Oden Bowie Drive #3126 Upper Marlboro, MD 20772 (301) 952-5362

# Plan Providers: Insurance

Medical

**Cigna Member Services** 1 (800) 244-6224 https://my.cigna.com

Kaiser Permanente Member Services (301) 468-6000 or 1 (888) 225-7202 https://my.kp.org/princegeorgescountygovernment/

### Prescription

Express Scripts, Inc. 1 (800) 711-0917 https://www.express-scripts.com/

Vision

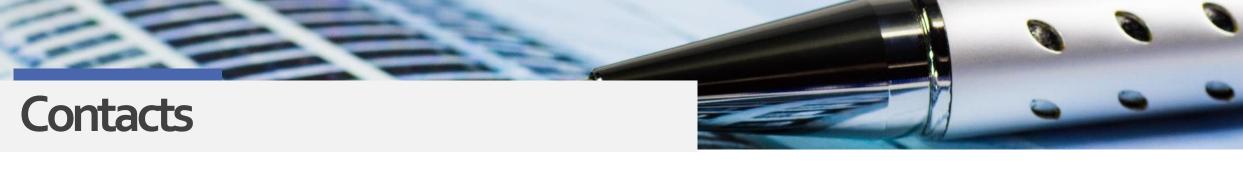
**Vision Service Plan** 1 (800) 877-7195 <u>www.vsp.com</u>

Dental

Aetna 1 (877) 238-6200 www.aetna.com DMO: www.aetnadmodental.com PPO: www.aetnappodental.com







# Life Insurance & Disability

Aetna Long-Term Disability 1 (866) 326-1380 www.aetna.com

Aetna Life Insurance 1 (800) 523-5065 www.aetna.com

### **Plan Providers: Work & Life Benefits**

Flexible Spending Accounts ConnectYourCare 1 (800) 292 -4040 www.connectyourcare.com

#### Employee Assistance Program KEPRO 1 (877) 334-0530 www.eaphelplink.com

### **Plan Providers: Voluntary Benefits**

Supplemental Insurance

**Unum** 1 (800) 635 – 5597 www.unum.com

Aflac (410) 394 -9617 www.princegeorges.Aflac@gmail.com

### Legal Services

Legal Resources 1 (800) 728 –5768 www.legalresources.net

Legal Shield 1 (800) 654 -7757 www.legalshield.com





The Prince George's County Government Health Plan is a "grandfathered health plan" under the Patient Protection and Affordable Care Act (ACA). As permitted by the ACA, a grandfathered health plan can preserve certain basis health coverage that was already in effect when the law was enacted. Being a grandfathered health plan means that your plan may not include certain consumer protections of the ACA that apply to other plans, for example, the requirement for the provision of preventative health services without any cost sharing. However, grandfathered health plans must comply with certain other consumer protections in the ACA, for example, the elimination of lifetime limits on benefits. Questions regarding which protections apply and which protections do not apply to a grandfathered health plan and what may possibly cause a plan to change from a grandfathered health plan status can be directed to OHRM Benefits Administration at (301) 883-6380 or 1 (800) 634-5231 (press option 2 for Benefits). You may also contact the U.S. Department of Health and Human Services at www.healthreform.gov.

### **Privacy Notice**

The County is required under the Health Insurance Portability and Accountability Act (HIPAA) to provide employees with a Privacy Notice concerning the disclosure and use of protected health information.

### **Market Place Coverage**

The Patient Protection Affordability Care Act (PPACA) requires employers to provide employees with a Marketplace Coverage Notice (Notice). Effective January 1, 2014, PPACA required each State to offer individuals within their State insurance options. The Notice will provide you with basic information about the new marketplace and your health coverage offered through Prince George's County Government (County). If you are considering options available in the marketplace, you will need OHRM's assistance with completing page three (3) of the Notice because the required data is specific to an individual. You can contact the Benefits Administration Division at (301) 883-6380 for assistance.





Health benefits coverage for employees and their dependents will terminate on the last day of the month in which an employee elects to cancel their coverage, drop a dependent(s), terminate employment or becomes ineligible for coverage. Coverage for employees and their dependent(s) in the health benefits plan(s) may be voluntarily cancelled by completing the Health Benefits Enrollment/Change Form within thirty (30) days of a family status change or during open enrollment. Once coverage is cancelled, you may only enroll again at the next open enrollment or if a family status change occurs, provided you are still eligible for coverage. If an employee cancels their coverage during open enrollment, the coverage will terminate at the end of the current plan year.

### Termination of Coverage for Children

Coverage for your children will terminate on the last day of the month in which they:

- Reach age 26, unless they have been certified 30 days prior to age 26 to be totally unable to support themselves because of a mental or physical disease or disability;
- Reach age 18 (or specified age in court order) if they were covered as a result of legal guardianship; or
- Upon the date specified in the Temporary Custody Order.

### **Termination of Coverage for a Spouse**

Coverage for your spouse will terminate on the last day of the month in which your divorce, legal separation or annulment becomes final.

NOTE: It is mandatory for the employee to notify the Benefits Administration Division in writing within thirty (30) days of the date in which a spouse or dependent is no longer eligible (i.e. divorce, annulment, age attainment, etc.). Documentation must be provided. Any claims incurred after the last day of the month of the event will be the employee's responsibility. If notification is after the event, <u>no refunds</u> for health benefit premiums will be made even if the event results in a reduction in coverage.



The **Consolidated Omnibus Budget Reconciliation Act of 1985** (COBRA) requires an employer to offer continuation of coverage under a group health plan to employees and their spouses and dependent children who lose coverage because of certain events. Spouse and dependent children of retirees also are entitled to continuation of coverage if they lose coverage because of one of these events. See Administrative Procedure 239 "Life and Health Benefits Upon Separation of County Service and Other Qualifying Occurrences" for more detailed information.

### **Eligible Individuals**

Employees who are enrolled in any County sponsored health coverage have the right to continue that coverage upon the occurrence of a "qualifying event" for 18 months. Employees who are disabled at the time of the original qualifying event have the right to continue existing coverage for up to 11 additional months for a total of 29 consecutive months of coverage. Dependents (eligible spouses and children) who are enrolled in any County sponsored health coverage have the right to continue that coverage upon the occurrence of a "qualifying event" for 36 months. These rates may differ from your rates as an active employee.

## **Qualifying Events**

- 1. Employee termination (voluntary or involuntary as long as the employee was not discharged due to gross misconduct).
- 2. Reduction in hours of work for the County to less than 15 hours a week.
- 3. Legal separation or divorce of a covered spouse from a covered employee or retiree.
- 4. A covered child ceases to be eligible for coverage as a dependent as described under "*Termination of Coverage*."

You must contact the Benefits Administration Division in writing **within thirty (30) days of the qualifying event**. Detailed information on the continuation of their benefits will be sent to the eligible individual. Under "*Qualifying Events*" 3 or 4 above, either the employee, covered spouse, or dependent must notify the County within **thirty (30) days of the qualifying event**. If notification is made after the event, <u>no refunds</u> for health benefit premiums will be made. This will apply even if the event results in a reduction in coverage.

### **Payment of Premiums**

COBRA payments are due by the 1<sup>st</sup> of the month for the same month's coverage. Coverage will be terminated if payment is not received within 30 days of the due date. Payments may only be paid by cash, certified check, cashier's check or money order. All payments should be payable to "Prince George's County Government" and sent to the Benefits Administration Division.



### **Description of Benefits and Payment of Premiums**

#### **Coordination of Medical Benefits**

Eligible employees may choose to enroll in one of the medical plans offered by the County. However, employees must live in the service area of an HMO in order to enroll in the selected HMO. Benefits will be coordinated with any other medical benefit in which a covered person is enrolled. Employees are required to submit information on other medical benefit plans as requested, for purposes of coordination of benefits. Primary insurance coverage for dependent children is determined by which parent's birth date occurs first in the year (commonly referred to as "The Birthday Rule"). Eligible employees may waive participation in the County's medical plans and still enroll in the County's prescription, vision and/or dental plans.

#### Double Coverage

Eligible employees may choose any, all, or none of the health benefit plans offered. County employees who are married to each other may not be enrolled in double coverage. Eligible children may not be enrolled in double coverage (coverage for one individual through two separate employees) by parents and/or step-parents who are both County employees. Retirees reemployed by the County may not be enrolled in double coverage and must elect all benefits either as a retiree or as an active employee.

#### **Payment of Premiums**

Employee premiums are deducted from employees' paychecks in the month of coverage.





### Family and Medical Leave Act (FMLA)

The Family and Medical Leave Act (FMLA) requires group health benefits to be maintained during the period of leave which has been granted as if the employee continued to work instead of taking leave unless the employee elects to drop the coverage. If an employee is on approved leave without pay for **family and medical leave purposes**, the County will continue to pay the employer share of health benefits.

The employee's share of the premiums will be placed in arrears until the employee returns to work. At that time, the employee's deductions for health benefits will be doubled until the arrears have been satisfied. If the employee fails to return to work after the period of leave has expired, the County may recover the premiums that it paid for maintaining health and life insurance coverage during the period of unpaid leave.

An employee who elects to drop health care coverage during the approved FMLA period may reinstate that coverage at the end of the leave period. The **employee** must notify the Benefits and Pensions Division within thirty (30) days of return to work in order to re-enroll. Otherwise, the employee must wait until the next open enrollment and enroll for the following plan year.

### Leave Without Pay (LWOP)

Leave Without Pay (LWOP), which has been granted for purposes other than those that fall under the FMLA guidelines, requires the employee to pay both the employee and employer share of health and life insurance premiums. If premiums are not paid, the employee's benefits are cancelled. During the LWOP period, the employee will be contacted by the Benefits and Pensions Division and advised of the premiums owed and payment date. If the premiums have not been paid and coverage continues after the employee has returned to work, deductions will be taken from the employee's paycheck for the total amount owed. An employee may drop health coverage during LWOP, and will be able to resume coverage immediately following their return to work. The **employee** must notify the Benefits and Pensions Division within thirty (30) days of return to active status in order to re-enroll. The effective date will be the first of the month following enrollment. Otherwise, the employee must wait until the next open enrollment to enroll for the following plan year.

For employees who have exhausted disability leave and have been placed in an LWOP status, the County will continue to pay the employer share of health and life insurance premiums. In accordance with the negotiated contracts with the AFSCME union, the County will also pay the employee's share of premiums for employees represented by AFSCME Locals 2462, 2735, 1170, and 3389 who have been placed on LWOP after exhausting disability leave.

### Change of Beneficiary or Name

You may change your beneficiary(ies) at any time. Complete the form titled "Comprehensive Beneficiary Form" and return it to the Benefits and Pensions Division. Use the same form to make changes to your name upon your marriage, divorce, etc. The beneficiary form must be signed by you and your signature must be witnessed by someone other than the designated primary or contingent beneficiary(ies). The dates of your signature and the witness signature must be the same. Beneficiaries are not legally changed until the new, properly completed form is received by the Benefits and Pensions Division.







# Schedule of Benefits

(GR-9N S-01-001-01)

4-1

Employer:	The Prince George's County Government
Group Policy Number:	GP-809536
Issue Date: Effective Date: Schedule: Cert Base:	April 15, 2013 January 1, 2012 3D 3

For: Life Insurance and Accidental Death and Personal Loss Coverage - Salary Schedule A, B, C, D, E, G, H, J, P, Q, U, Z

# Schedule of Life Insurance Benefits

(T.R. YN S-02-01 01)

Employees (GR-9N 5-02-01 01) Basic Schedule

Classification (GR-9N 3-02-01 00) Salary Schedule A, B, C, D, E, G, H, J, P, Q, U, Z

#### Amount

150% of your basic annual earnings, as determined by your employer, rounded to the nearest \$1,000, if not an integral multiple of \$1,000. An even multiple of \$500 to be taken to the next higher \$1,000. Maximum: \$150,000 Minimum: \$1,000

Employees (GRUN SU201 01) Supplemental Schedule	
Classification Salary Schedule A, B, C, D, E, G, H, J, P, Q, U, Z	Amount
Option 1:	100% of your basic annual earnings, as determined by your employer, rounded to the nearest \$1,000, if not an integral multiple of \$1,000. An even multiple of \$500 to be taken to the next higher \$1,000. Maximum: \$600,000 Minimum: \$1,000
Option 2:	200% of your basic annual earnings, as determined by your employer, rounded to the nearest \$1,000, if not an integral multiple of \$1,000. An even multiple of \$500 to be taken to the next higher \$1,000. Maximum: \$600,000 Minimum: \$1,000
Option 3:	300% of your basic annual earnings, as determined by your employer, rounded to the nearest \$1,000, if not an integral multiple of \$1,000. An even multiple of \$500 to be taken to the next higher \$1,000. Maximum: \$600,000 Minimum: \$1,000
Option 4:	400% of your basic annual earnings, as determined by your employer, rounded to the nearest \$1,000, if not an integral multiple of \$1,000. An even multiple of \$500 to be taken to the next higher \$1,000. Maximum: \$600,000 Minimum: \$1,000

Note: Your overall combined maximum for Basic and Supplemental Life Insurance is \$1,325,000.

You may elect coverage under any one of the available options shown above for Supplemental Life Insurance. Once you have made a selection, if you wish to make a change, your employer can provide you with information on how and when changes can be made.

4

## Accelerated Death Benefit (GR (9N (1340)))

Employees

4

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ADB months	12 months
ADB percentage	ир to 50%
ADB minimum	\$5,000
ADB maximum	up to \$300,000

# Accidental Death and Personal Loss Coverage

## Schedule of Accidental Death and Personal Loss Benefits

Employees Schedule

à

Classification Salary Schedule A, B, C, D, E, G, H, J, P, Q, U, Z

Principal Sum \$10,000

The amount of the person's Principal Sum will be based on the amount of coverage in-force on the date of the accident, not the amount of coverage that may be in-force at the time of the loss.

## Additional Accidental Death and Personal Loss Benefit Maximums

(GR-9N \$-03-02.01)

### Employees

Passenger Restraint Benefit Maximum for you	\$10,000
Airbag Benefit Maximum	One half of a person's Passenger Restraint Benefit
Education Benefit Maximum	
for each dependent child for your spouse	Your actual expenses not to exceed 5% of your or your spouse's principal sum or \$5,000 per year for up to 4 years, whichever is less Your actual expenses not to exceed 5% of your principal
	sum or \$5,000 per year for up to 4 years, whichever is less
Child Care Benefit Maximum	
for each child	Your actual expenses not to exceed 3% of your principal sum or \$2,000 per year per child for up to 4 years, whichever is less
Repatriation of Remains Benefit Maximum	Your actual expenses up to \$5,000

## General (GR-9N 5-2R-01 01)

This Schedule of Benefits replaces any similar Schedule of Benefits previously in effect under your plan of benefits. Requests for coverage other than that to which you are entitled in accordance with this Schedule of Benefits cannot be accepted. This Schedule is part of your Booklet-Certificate and should be kept with your Booklet-Certificate form GR-9N. Coverage is underwritten by Aetna Life Insurance Company.



Plan Year: 2019

### Prince George's County, Maryland (# 809536) -Part-time and Full-time Non-Public Safety Employees

#### Summary of Long-Term Disability (LTD) Benefits

Your Group Long-Term Disability Benefits Steady income for longer-lasting disabilities

#### Coverage Basics

Am I eligible for coverage?	You qualify if you are a permanent full-time and part-time non-public safety employees working at least 15 hours for Prince George's County Government and Memorial Library. If you are a new hire or have not been previously covered by your employer's plan, you may need to complete a probationary or waiting period of 45 days of employment.
Do I have to provide proof of good health known as Evidence of Insurability (EOI) to enroll?	New Hire/Newly Eligible: EOI is not required to enroll during your 31 - day period of initial eligibility. If you choose not to enroll, you will be considered a "late applicant." Annual Enrollment: EOI is required to enroll if you are a late applicant (did not enroll during your initial eligibility period.) You will be required to submit an EOI Form (medical questionnaire) and be approved by Aetna.
When will coverage that requires proof of good health (EOI) begin?*	Coverage will begin after Aetna approves your EOI. *You must be actively-at-work for coverage to begin.
How much Long- Term Disability can I buy?	You have a choice of plans that pay a monthly benefit based on a percentage of your Pre- Disability Earnings*. You must submit a claim and be approved by Aetna to receive benefits: *Generally, Pre-Disability Earnings include your total income before taxes and any deductions for pre-tax contributions. Please consult your Policy Documents available through your employer for additional information, including definition of Pre-Disability Earnings.

Long-Term Disability	Percentage of monthly income replacement:	Maximum monthly benefit:	Benefits begin after a covered injury or illness:	Benefits end at recovery or: (whichever comes first)
Low Option Plan	50%	\$3,000	180 days	Age 65 or Social Security Normal Retirement Age*
High Option Plan	60%	\$5,000	180 days	Age 65 or Social Security Normal Retirement Age*

\*If your disability occurs at age 62 or later, the maximum age you may receive benefits will be based on a schedule that complies with the Age discrimination in Employment Act (ADEA). Please refer to your Policy Documents for more information.

Are all types of illnesses and injuries covered?

Long-Term Disability (LTD) covers injuries and illnesses that are both work-related and non-work-related.



Prince George's County, Maryland(# 809536)-Part-time and Full-time Non-Public Safety Employees

Your Summary of Long-Term Disability (LTD) Benefits

V

Are there any limitations that apply to Long-Term Disability?	Limitations You can receive benefit payments for Long-Term Disabilities resulting from mental illness, alcoholism and substance abuse for a total of <b>12</b> months per occurrence. This time period may be extended if you are confined to a hospital.		
Is there anything else I	Recurring disabilities		
should know about my plan?	If you return to work and become disabled again from the same illness or injury, it may be considered the same disability. If it is, you will only have to satisfy one elimination period and may be eligible to begin receiving benefits immediately if:		
	The disability recurs during the elimination period and within <b>30</b> consecutive days of work or the disability recurs after the elimination period and within <b>6</b> consecutive months of work.		
	Partial disabilities		
	Partial disability benefits allow you to work, earn income and continue receiving benefits so you can receive up to <b>100%</b> of your income during the first <b>12</b> months of your disability. You are considered partially disabled if, due to an injury or illness:		
	You are performing some of the material duties of your own occupation		
	And you are earning 80% or less than your Pre-Disability Earnings		
	After the first <b>12</b> months, partial disability benefits can continue based on a formula that you will find in your policy documents.		
	Vocational Rehabilitation and Return to Work		
	Our goal is to help you return to gainful employment. Consultants will review each claim to determine if rehabilitation services would be appropriate and effective. We will work with your employer to provide reasonable accommodations to help you return to work. You may even qualify for an increase in your benefits by participating in a rehabilitation program.		
	quality for an increase in your benefits by participating in a rehabilitation program.		

### What additional features should I know about?

Premium Waiver	If you have satisfied your elimination period and you qualify to receive disability benefits, your coverage may continue without premium payments being required during the time you are eligible to receive disability benefits.
Survivor Benefit	If you die during a period when you qualify for disability benefits we will pay your eligible survivor a lump sum equal to $\bf 3$ months of your gross disability benefit.
Employee Assistance Program (EAP), Aetna Resources for Living <sup>s</sup>	<b>24/7</b> confidential support and resources online or by phone, for issues with parenting, troubled relationships, substance abuse, etc. Members and their family members also have access to up to three face-to-face counseling sessions per year with an EAP network provider. Call: <b>1-855-283-1915</b> or Visit: <u>www.mylifevalues.com/</u> (password: "resources")





## Initial Notice of Group Health COBRA Continuation Coverage Rights

### Introduction

You're receiving this notice because you recently gained coverage under a group health plan (the Plan). This notice has important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the Plan. This notice explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect your right to get it. When you become eligible for COBRA, you may also become eligible for other coverage options that may cost less than COBRA continuation coverage.

The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you and other members of your family when group health coverage would otherwise end. For more information about your rights and obligations under the Plan and under federal law, you should review the Plan's Summary Plan Description or contact the Plan Administrator.

**You may have other options available to you when you lose group health coverage.** For example, you may be eligible to buy an individual plan through the Health Insurance Marketplace. By enrolling in coverage through the Marketplace, you may qualify for lower costs on your monthly premiums and lower out-of-pocket costs. Additionally, you may qualify for a 30-day special enrollment period for another group health plan for which you are eligible (such as a spouse's plan), even if that plan generally doesn't accept late enrollees.

### What is COBRA continuation coverage?

COBRA continuation coverage is a continuation of Plan coverage when it would otherwise end because of a life event. This is also called a "qualifying event." Specific qualifying events are listed later in this notice. After a qualifying event, COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." You, your spouse, and your dependent children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

If you're an employee, you'll become a qualified beneficiary if you lose your coverage under the Plan because of the following qualifying events:

- Your hours of employment are reduced; or
- Your employment ends for any reason other than your gross misconduct.

If you're the spouse of an employee, you'll become a qualified beneficiary if you lose your coverage under the Plan because of the following qualifying events:

- Your spouse dies;
- Your spouse's hours of employment are reduced;
- Your spouse's employment ends for any reason other than his or her gross misconduct;
- Your spouse becomes entitled to Medicare benefits (under Part A, Part B, or both); or
- You become divorced or legally separated from your spouse.

Your dependent children will become qualified beneficiaries if they lose coverage under the Plan because of the following qualifying events:

- The parent-employee dies;
- The parent-employee's hours of employment are reduced;
- The parent-employee's employment ends for any reason other than his or her gross misconduct;
- The parent-employee becomes entitled to Medicare benefits (Part A, Part B, or both);
- The parents become divorced or legally separated; or
- The child stops being eligible for coverage under the Plan as a "dependent child."

Sometimes, filing a proceeding in bankruptcy under title 11 of the United States Code can be a qualifying event. If a proceeding in bankruptcy is filed with respect to Prince George's County Government (County), and that bankruptcy results in the loss of coverage of any retired employee covered under the Plan, the retired employee will become a qualified beneficiary. The retired employee's spouse, surviving spouse, and dependent children will also become qualified beneficiaries if bankruptcy results in the loss of their coverage under the Plan.

#### When is COBRA continuation coverage available?

The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred such as:

- The end of employment or reduction of hours of employment;
- Death of the employee;
- Commencement of a proceeding in bankruptcy with respect to the County; or
- The employee's becoming entitled to Medicare benefits (under Part A, Part B, or both).

For all other qualifying events (*i.e.*, divorce or legal separation of the employee and spouse or a dependents child losing eligibility for coverage as a dependent child), you must notify the Plan Administrator within 60 days after the qualifying event occurs. You must provide this notice to: OHRM Benefits Administration Division, 1400 McCormick Drive, Suite 245, Largo, Maryland 20774, (301) 883-6380. If the divorce, legal separations or loss of coverage for a child necessitates a change to the employee or retiree's health benefit plan(s), the change must take place within thirty (30) days of the qualifying event for the Benefits Administration Division to effectively transmit the change to the applicable health benefit plan provider(s).

The change of the health benefit plans for a divorce requires a legal divorce decree and legal separation must have a legal document with proper signatures. It is also required for you to show proof of coverage

for a dependent child by submitting the following documents such as:

- A certificate of coverage from the previous insurance plan or employer;
- A letter on the previous employer or insurance carrier's letterhead;
- Any other legal document certifying loss of coverage.

#### How is COBRA continuation coverage provided?

Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage on behalf of their spouses, and parents may elect COBRA continuation coverage on behalf of their spouses, and parents may elect COBRA continuation coverage on behalf of their spouses.

COBRA continuation coverage is a temporary continuation of coverage that generally lasts for 18 months due to employment termination or reduction of hours of work. Certain qualifying events, or a second qualifying event during the initial period of coverage, may permit a beneficiary to receive a maximum of 36 months of coverage.

There are also ways in which this 18-month period of COBRA continuation coverage can be extended:

#### Disability extension of 18-month period of COBRA continuation coverage

If you or anyone in your family covered under the Plan is determined by Social Security to be disabled and you notify the Plan Administrator in a timely fashion, you and your entire family may be entitled to get up to an additional 11 months of COBRA continuation coverage, for a maximum of 29 months. The disability would have to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of COBRA continuation coverage. The County requires you to submit the letter from Social Security certifying the disability to receive the COBRA coverage beyond 18 months and this must occur within thirty (30) days of receiving the notice. Please send a copy of the letter to the Benefits Administration Division, 1400 McCormick Drive, Suite 245, Largo Maryland, 20774 or benefits@co.pg.md.us.

#### Second qualifying event extension of 18-month period of continuation coverage

If your family experiences another qualifying event during the 18 months of COBRA continuation coverage, the spouse and dependent children in your family can get up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months, if the Plan is properly notified about the second qualifying event. This extension may be available to the spouse and any dependent children getting COBRA continuation coverage if the employee or former employee dies; becomes entitled to Medicare benefits (under Part A, Part B, or both); gets divorced or legally separated; or if the dependent child stops being eligible under the Plan as a dependent child. This extension is only available if the second qualifying event would have caused the spouse or dependent child to lose coverage under the Plan had the first qualifying event not occurred.

#### Are there other coverage options besides COBRA Continuation Coverage?

Yes. Instead of enrolling in COBRA continuation coverage, there may be other coverage options for you and your family through the Health Insurance Marketplace, Medicaid, or other group health plan coverage options (such as a spouse's plan) through what is called a "special enrollment period." Some of these options may cost less than COBRA continuation coverage. You can learn more about many of these options at <u>www.healthcare.gov</u>.

#### If you have questions

Questions concerning your Plan or your COBRA continuation coverage rights should be addressed to the contact or contacts identified below. For more information about your rights under the Employee Retirement Income Security Act (ERISA), including COBRA, the Patient Protection and Affordable Care Act, and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit www.dol.gov/ebsa. Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website. For more information about the Marketplace, visit www.HealthCare.gov.

#### Keep your Plan Administrator informed of address changes

To protect your family's rights, let the Plan Administrator know about any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.

#### **Plan contact information**

If you have any questions or concerns about COBRA, please contact the Benefits Administration Division at (301) 883-6380. Please remember to notify the County if you change your name, marital status, or you or your spouse change addresses. All information relating to COBRA will be mailed to the last known address that we have on file for you.





## Acknowledgement of Receipt of COBRA Rights

I hereby acknowledge that I have received notice of rights to continue health plan coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

I understand that I (and/or my spouse and dependent children) **must complete and submit the attached COBRA Election Form within 60 days of: (1) the date of this notice; or (2) the loss of coverage (whichever is later)** in order to be considered for continuation of coverage. I further understand that all costs of continuation coverage will be at my expense.

Print Name	Date
Signature	

### Additional Addresses

If any of the individuals entitled to coverage under your plan do not reside at your address, please list those individuals and their current address(es) below so they may receive notification of their COBRA rights as soon as possible. Attach a separate page with additional names and addresses if necessary.

Name		
Street Address		
City	State	Zip Code
Name		
Street Address		
City	State	Zip Code
,		•



## **PRINCE GEORGE'S COUNTY GOVERNMENT**



# Deferred Compensation 457(b) Program

Summary Guide



# **Deferred Compensation Program**

The Prince George's County Government offers a 457(b) deferred compensation retirement savings plan for County employees. This plan is designed to help supplement employees' pension and social security in retirement. The deferred compensation plan is a voluntary savings and investment plan for the primary purpose of saving for retirement while deferring taxes.

The information provided in this document should not be considered tax or legal advice. The purpose of this summary guide is to provide general information about the Prince George's County's Deferred Compensation Plans.

The official Plan Document is the sole source for determining legal and operational issues related to the Plan. In the event of an inconsistency between this summary and the Plan Document, the Plan Document will prevail.

# Overview of the 457(b) Plan

This Plan provides a tax advantage to eligible County employees. An eligible employee includes all Prince George's County appointed and elected officials, permanent full-time and part-time personnel. Plan participants elect a certain amount to be deducted bi-weekly from their pay checks; this amount is withheld prior to taxes. Earnings accumulated in the participant's account are also tax-deferred. Since contributions and earnings are before tax, any future withdrawals are subjected to Income tax.

## Enrollment

Enrollment and participation in the plan may occur at any time. Employees may only select one of the two providers and must complete the applicable enrollment forms. A whole dollar amount at a minimum of ten dollars (\$10) bi-weekly, must be indicated on the enrollment form. Enrollment is not considered complete until a deduction amount is designated.

Completed forms should be sent to:

Benefits and Pensions Division 1400 McCormick Drive, Suite 110 Largo, Maryland 20774 Fax: (301) 883 – 6031 Email: PGCDeferredComp@co.pg.md.us

## Contributions

The Internal Revenue Service tax code limits the amount participants may contribute annually. For calendar year 2020, the 457(b) plan contribution limits are as follows:

Regular Contribution limit: \$19,500 (\$750 bi-weekly)

Participants who are age 50 or older any time during the year: \$26,000

To contribute the maximum amount participants should check the limits and adjust their bi-weekly contributions for each calendar year.

## Special Pre-Retirement Catch-up Provision

This special 457(b) catch-up contribution allows eligible participants who are within 3 years of their normal retirement age to contribute the lesser of:

Twice the annual regular contribution limit: \$39,000, or

The annual regular contribution limit, plus the amount of the regular limit not used in prior years (only allowed if not using age 50 or over catch up).

## Changing Contributions

Contribution amounts may be changed or discontinued anytime by logging into the Employee Self Service (ESS) portal. (<u>https://portal.sap.mypgc.us/irj/portal</u>)

- 1. Click on the index tab and select "Anytime Changes"
- 2. Click "Accept"
- 3. Select "Savings Plan"
- 4. Click the "Actions" edit pen and change the contribution amount to no less than \$10 (If discontinuing, change the contribution amount to \$0)
- 5. Click "Add"
- 6. When finished making changes, click "Save" at the top of the screen (*contribution amount will not change unless saved*)

Employees experiencing technical difficulties at log-in should contact the OIT Service Desk at (301) 883-5322, and select option 2 for assistance.

## Permitted Distributions

## **Unforeseeable Emergency**

While actively employed, the Plan permits hardship distributions for unforeseeable emergencies if specific requirements are met. An unforeseeable emergency is defined by the IRS as events arising beyond the control of the participant. The participant seeking the distribution must show that the emergency expenses could not otherwise be covered by insurance, liquidation of the participant's assets or cessation of deferrals under the plan.

## **Separation from Employment**

Upon separation or retirement from Prince George's County, plan participants gain immediate access to the funds in their account. These funds may be distributed as periodic payments or a lump sum.

## **Required Minimum Distribution**

The IRS **required minimum distribution** (**RMD**) rule states that at age 70<sup>1</sup>/<sub>2</sub>, participants must begin withdrawing a specified portion of account funds or pay a tax penalty. Failure to take **RMDs** will result in a 50% non-deductible excise tax.

## Plan Providers

The County's two service providers are ICMA Retirement Corporation and Mass Mutual Retirement Services. Each provider offers a variety of investment options. These providers should be contacted directly for questions pertaining to new enrollment, investment, and distribution decisions.

#### **ICMA Retirement Corporation**

Shantel Washington: 1-866-822-3642 Kathy Findeisen: 1-866-328-4666 Participant services 1-800-669-7400 777 North Capitol Street, N.E. Washington, D.C. 20002-4201 WEBSITE: www.icmarc.org Mass Mutual Retirement Services PO Box 219062 Kansas City, MO 64121-9062 Participant services 1-800-743-5274 Alternate Contact: Widmann Financial Services 301-262-2919 WEBSITE: <u>www.retiresmart.com</u>



457 Deferred Compensation Plan Plan #: 300428

# 57 ENROLLMENT KIT BEGIN YOUR RETIREMENT SAVINGS TODAY

MORADO

20





457 Deferred Compensation Plan Plan #: 300428

## A Small Step Goes a Long Way – Enroll Today!

This booklet contains important information you will need to enroll in your employer's 457 deferred compensation plan, through which you can save and invest for your future with tax advantages.

Contributions from your paycheck go automatically to your retirement account.

As part of your enrollment, you will need to make three important decisions:

- 1. How much to contribute
- 2. How to invest
- 3. Who to designate as your beneficiary(ies)

As the financial provider that administers your plan, ICMA-RC can help you every step of the way.

Sincerely, ICMA-RC

VISIT US AT www.icmarc.org

## About ICMA-RC

Founded in 1972, ICMA-RC is a non-profit independent financial services corporation focused on providing retirement plans and related services for over a million public sector participant accounts and approximately 9,300 retirement plans. ICMA-RC's mission is to help build retirement security for local and state government employees. The organization's mission is delivered through our RealizeRetirement\* approach in which ICMA-RC representatives actively engage participants in their retirement programs, help them build their asset base toward a stated objective, and help them realize their retirement goals through a comprehensive retirement planning strategy.

All of ICMA-RC's retirement programs, administrative services, and educational tools have been developed specifically for public sector retirement plan administrators and participants. For more information, visit www.icmarc.org.



Please complete and return the enrollment form. See the instructions and form section beginning on page 13.

See contact information on page 2 if you have questions.





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Shantel Washington Retirement Plans Specialist (866) 822-3642 swashington@icmarc.org

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## **Plan Highlights**

Review this summary information to understand how your 457 Deferred Compensation Plan works.

### ENROLLMENT

Simply complete the enclosed enrollment form and submit it to your employer. Participating in a retirement plan, such as your 457 plan, can have a significant positive impact on your future.

### CONTRIBUTIONS

You must decide the amount you wish to contribute each pay period to your retirement plan.

- You can change your contribution amount at any time. When you submit a change, it will take effect the following calendar month.
- The maximum contribution for 2018 is \$18,500 (or \$24,500 if you are age 50 or older).
- Contributions are made on a pre-tax basis.
- You may also transfer, or roll over, other eligible retirement accounts to your 457 plan.

**Pre-Tax Contributions** reduce your taxable income for the year. These amounts, along with associated earnings, will be taxed as ordinary income in the year they are withdrawn from your account.

### **INVESTMENTS**

Your contributions will be invested in the funds that you select, and the value of your account will fluctuate based on the performance of the funds. Carefully review the enclosed information relating to your investment options before making your selections. You can make changes to your investments at any time.

### WITHDRAWALS

After you separate from service with your employer, you will be eligible to withdraw your money at any time. However, you will not be required to take any withdrawals until after age  $70\frac{1}{2}$ .

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While you are still employed, your withdrawal options are limited to the following circumstances:

- After you attain age  $70\frac{1}{2}$ .
- Small account balance distributions. If your balance is under \$5,000, and no contributions have been made for a period of two years.
- Emergency withdrawals. Under certain emergency situations, as defined by the IRS.

### ACCOUNT INFORMATION

You can review your account information online by logging into your account at **www.icmarc.org**. Or, use the automated phone system at **800-669-7400**.

You will receive quarterly account statements showing detailed information on your account, including your current balance and investment performance. Sign up for ICMA-RC's eDelivery services to receive email notifications when your quarterly statements and transaction confirmations are available online.

SUMMARY DESCRIPTION The actual rules governing your plan are contained in state retirement laws and the federal tax code. This publication provides a summary of the rules, and is not a complete description of the law. If there are any conflicts between what is written in this publication and what is contained in the law, the applicable law will govern. This plan introduction is designed to provide you with general plan information. If there is a conflict between the information in this summary and the Plan document, the Plan document will be the controlling document.

# ENROLLING IN YOUR 457 DEFERRED COMPENSATION PLAN

Review this information to help guide your contribution and investment decisions.

### DON'T DELAY - START SAVING NOW

Don't put off enrolling. Your 457 plan provides flexibility and control.

- Contribution amounts can be changed, stopped, restarted at any time. There are no minimum limits so you can start small while you determine your ideal savings rate.
- Investment options can be changed at any time.
- Beneficiary designations can be changed at any time.

### CONTROL WHAT YOU CAN

Although you cannot predict how the financial markets will perform or future inflation, tax rates, or other economic conditions, you can control when you start saving for retirement.



And starting earlier can give you a huge advantage. View the preceding chart — by starting to save at, say, age 25 instead of age 40, you can save a lot less each pay period and save about the same amount over your lifetime but come out way ahead. Of course, regardless of your current age, it's never too late to start.

### HOW MUCH TO CONTRIBUTE

The benefits you will receive from a pension or Social Security could go a long way to providing a comfortable retirement, but additional savings will likely be needed to help you live comfortably over a potentially long retirement.

- Visit www.icmarc.org/learn for a variety of resources designed to help you save.
- For a more in-depth and personalized recommendation, consider ICMA-RC's Guided Pathways<sup>®</sup> (www.icmarc.org/guidedpathways ).
- Or, request a consultation with your ICMA-RC representative.

**Contribute What You Can.** Even small savings can really add up over time. In fact, starting out small, and then increasing how much you save by just a little each year could go a long way.

### HOW TO INVEST

As you choose your investments, consider the following:

Determine your risk level — how much investment risk you need to consider taking, and are comfortable taking. Use this to help you decide the approximate percentage of your money that should be in stock funds vs. bond funds vs. lower-risk options such as stable value funds, money market funds, and CDs.

Consider a level of risk that is most likely to allow you to meet your long-term goals but also that you can maintain, especially during rough stretches.

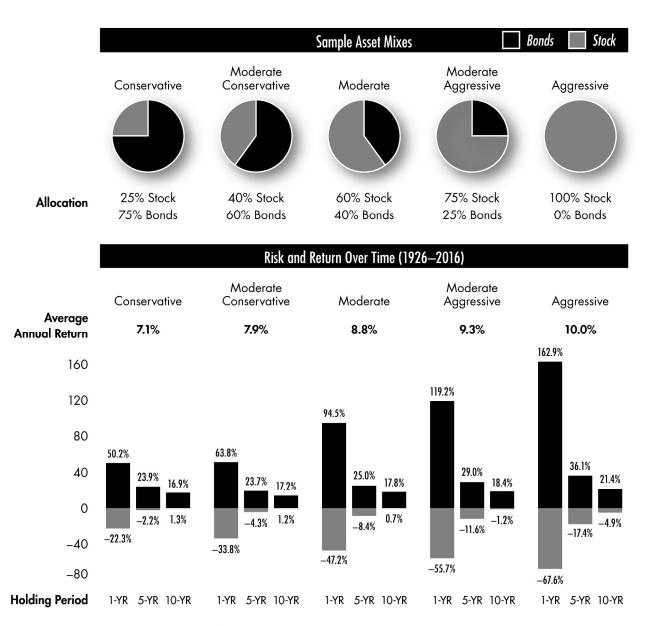
Be diversifed. Own diferent types of investments. This does not ensure against losses, but can help you manage risk.

To help guide your risk and diversification decisions, see the following pages:

- Take a look at the historical risk and return of different mixes of stocks and bonds. Higher-risk options like stocks have provided higher returns but also much steeper losses during certain time periods. But even low-risk options still have risk; they will be more likely to lose money to inflation over time.
- Review the different investment options and services available to you.

## **Asset Allocation**

Use the chart below to help guide your asset allocation decisions. It shows the performance of different stock and bond portfolios since 1926, including ranges of annual returns over one, five, and 10 year periods. (For example, 10 year periods run from 1926 to 1935, 1927 to 1936, and so on.) Notice the tradeoff between potential risk and reward.



## Average Annual Returns and Range of Returns (1926–2016)

Source: Morningstar Direct

Performance figures were calculated using historical returns of the Standard & Poor's 500 Index and U.S. Long-Term Government Bonds. The past performance shown is no guarantee of future results.

5)

#### AVAILABLE INVESTMENT OPTIONS

Consider the following options to help you build a diversified portfolio with an appropriate overall level of risk.

Simplify and diversify with one fund. Target funds invest in a variety of individual stock and bond funds and may be appropriate if you are looking to simplify your investment decisions while still being diversified. Consider a:

- Target-date fund with the year in the fund name that closely matches the year you expect to begin withdrawals. Target-date funds are designed to gradually reduce risk over time.<sup>1</sup>
- Target-risk fund that has a defined range of risk that is not designed to be reduced over time.

Build your own investment portfolio. If you are comfortable picking and choosing from different funds, this option provides the most flexibility and control.

And ICMA-RC has tools to help – Asset Class Guidance and Fund Advice, part of our Guided Pathways<sup>®</sup> service, provide recommendations for you to follow.

Ask ICMA-RC to invest and manage your account for you. You will be enrolled in ICMA-RC's Managed Accounts service, which provides professional account management through each stage of your career and in retirement, from building up your savings to drawing them down. Managed Accounts:

- Recommends how much you need to contribute to reach a comfortable retirement
- Selects and manages your investments for you based on your personal and financial situation
- Makes periodic updates to help keep you on track
- Helps you transition from building up your savings to drawing them down.

Managed Accounts helps you take the guesswork and complication out of these very important saving, investing, planning, and withdrawal decisions. It provides a strategy for you to follow and then manages your account for you, saving you time and minimizing the likelihood that you overreact to market upturns and downturns.

You are charged an asset-based fee for these services. <sup>2,3,4</sup>

**Be Smart about Investing.** Learn more about personal finances, including retirement planning, without being overwhelmed. Discover tools to help you plan, save, and invest for your future at www.icmarc.org/realize.

### TAX ADVANTAGES

Let's say you are in the 25% federal income tax bracket, have a \$40,000 annual salary and determine you need to save 5% per paycheck, or \$77, for your future retirement.

When \$77 is saved pre-tax, it is not subject to tax until later when you withdraw, so it reduces your paycheck by only \$58. **Pre-tax contributions help you save**.

Investment earnings are tax-deferred so your account can grow before being subject to tax.

### WHO TO DESIGNATE AS YOUR BENEFICIARY

It is important to designate the individuals who will receive your retirement account assets after you die.

Designating beneficiaries overrides your will. If you choose beneficiaries:

- Your assets will be paid out according to your wishes and will not be subject to the potential costs and delays of
- <sup>1</sup> A target-date fund is not a complete solution for all of your retirement savings needs. An investment in the fund includes the risk of loss, including near, at or after the target date of the fund. There is no guarantee that the fund will provide adequate income at and through an investor's retirement. Selecting the fund does not guarantee that you will have adequate savings for retirement.
- <sup>2</sup> Underlying mutual fund expenses and plan administration fees still apply. Please consult the applicable Fund Fact Sheet(s) and Funds' Disclosure Memorandum for a description of these fees and expenses.
- <sup>3</sup> Investment advice and analysis tools are offered to participants through ICMA-RC, a federally registered investment adviser. Investment advice is the result of methodologies developed, maintained and overseen by the Independent Financial Expert, Morningstar Investment Management LLC. Morningstar Investment Management LLC is a registered investment advisor and subsidiary of Morningstar, Inc. Morningstar, Inc. and Morningstar Investment Management LLC are not affiliated with ICMA-RC. All rights reserved. The Morningstar name and logo are registered marks of Morningstar, Inc.
- <sup>4</sup> Managed Accounts is not suitable for all investors. Please contact our Guided Pathways<sup>®</sup> team or your ICMA-RC Retirement Plan Specialist and fully read the ICMA-RC Guided Pathways<sup>®</sup> Fund Advice and Managed Accounts Investment Advisory Agreement prior to enrolling in Managed Accounts to determine if this service is right for you.

Print date: 02/06/2018

probate, as well as creditor claims.

• Your beneficiaries may receive more tax advantages.

## **Next Steps**

Enroll today! Take the first step to a secure retirement and enroll in the plan.

### Manage your account - conveniently

- Online sign up for Account Access at www.icmarc.org
- By phone 24-hour access through the automated phone system at **800-669-7400**

Go paperless. Receive notifications that your transaction confirmations and quarterly statements are available online. Visit www.icmarc.org/paperless to learn more.

#### Get personalized service. Your ICMA-RC

representative can help you enroll and continue to plan your retirement, throughout your working and retirement years.

**Periodically review** your retirement strategy to determine if you should adjust how much you are saving and your investments. Do so about once a year or anytime you experience a major life change. 8

(9) EXPRESS ENROLLMENT FORN

STEP 1: Your Information

## PRINCE GEORGE'S COUNTY 457 DEFERRED COMPENSATION PLAN

Enrolling in the Prince George's County 457 Deferred Compensation Plan is the first step to saving for a secure retirement. Please follow the steps shown below to complete the enrollment process.

1. Tell us about yourself!

Employer Plan Number

- 2. Determine how much you will contribute. You can change the amount of your contributions at any time, with changes effective the month following your request.
- 3. Review your investment options. The Investment Option Sheet shows the available investments.

**Employer** Name

Mail or drop off in person to: Prince George's County Government Pensions & Investments Division 1400 McCormick Drive, Suite 110, Largo, Maryland 20774 301-883-6390

After you receive your Welcome Letter, log into Account Access to designate your beneficiaries online: www.icmarc.org/pgcounty

## 3: Investment Strategy — Select One Option

For more information, visit Prince George's County 457 Deferred Compensation website: www.icmarc.org/ pgcounty. Please note that ICMA-RC's Guided Pathways® can help you identify your risk level, build a diversified portfolio, and determine how much you should save.

Doption 1: Simplified Investor: I want to invest 100% of my contributions in a Target Date Fund that is designed to match the year I expect to begin making aradual withdrawals.

By selecting this option, your contributions will be invested in the plan's target date default investment fund selected by your employer. You have the right to direct the investment of assets in your account to any of the funds offered in your plan. To change the investment of your future contributions, or to allocate assets from the plan's default fund to other funds available in your plan, you may access your account online at www.icmarc.org/pgcounty.

Doption 2: Do-It-Myself Investor: I'm comfortable selecting investments, choosing funds, and making periodic adjustments as needed. Invest my contributions according to the allocation instructions shown below. Please use whole percentages (for example: 4%, not 4.5% or 4½%). Refer to the Investment Options Sheet for a list of funds and codes. You may use an additional sheet of paper if more space is needed.

Allocate	_% to (Fund Code)	Allocate	_% to (Fund Code)
Allocate	_% to (Fund Code)	Allocate	_% to (Fund Code)

Total = 100%

Deption 3: Do-It-For-Me<sup>2</sup>: I choose to have my account professionally managed and enroll 100% in ICMA-RC's Managed Accounts<sup>2</sup> service. I understand the service is free for the first year; after that I will pay a fee based on the assets in my account. I can opt out of Managed Accounts at any time.

By selecting this option you agree to have your account professionally managed by ICMA-RC. You must also provide the information below and complete the "Supplemental Managed Accounts Information."

Annual Salary \$	Desire	d Retirement Age	Number of Dependents
	<b>.</b>		

Your Annual Desired Retirement Income \$ \_\_\_\_\_ \_\_\_ or \_\_\_\_\_ (100% of current annual after-tax salary is recommended)

Your Annual	Plan	Contribution	% or	\$
Your Annual	Plan	Contribution	% or	ን

Will you receive Social Security retirement benefits? 
Yes No

Will you receive pension payments outside of Social Security or your 457 or 401 plan retirement 

- A. Age at which pension begins \_
- B. Annual pension benefit amount (choose only one)
  - Option 1: \$ \_\_\_\_\_ (in today's dollars) you expect to receive in retirement or
- Option 2: \_\_\_\_\_% of your salary you expect to receive in retirement
- C. Is your pension subject to a cost-of-living adjustment (COLA) in retirement?

#### 36088-201801 REV 01/2018

### Signature

I acknowledge that I have read and agreed to the disclosures<sup>1,2</sup> on the following page.

### Participant Signature

Date: \_\_\_ / \_\_\_ / \_\_\_ / \_\_\_

	STEP
	3161

State

300428 **Prince George's County** MD Social Security Number \_\_\_\_\_ Last Name First Name \_\_\_\_\_\_ M.I. \_\_\_\_ Mailing Address/Street \_\_\_\_\_ City \_\_\_\_ State \_\_\_\_\_ Zip Code\_\_\_\_\_ Date of Birth (MM/DD/YYYY) \_\_\_/\_\_/\_\_\_\_ Date Employed/Rehired (MM/DD/YYYY) Rehire? \_\_\_\_\_/ \_\_\_\_/ \_\_\_\_ \_\_\_ 🗖 (CHECK IF YES.) Email Address Job Title\_\_\_\_\_ Preferred Phone Number Marital Status (\_\_\_\_\_) \_\_\_\_ — \_\_\_ − \_\_\_ \_\_ □ Married □ Single

Go Green! ICMA-RC's e-Delivery service will send you email notifications when your financial documents (quarterly statements and transaction confirmations) are available online. You will be enrolled in the e-Delivery service automatically, unless you opt out by checking the following box: 🗖 I do not want e-Delivery at this time.

## STEP 2: Contributions

I would like to contribute the following pre-tax amount of my pay each pay period:

□ \$20 □ \$50 □ \$100 □ Other: \$\_\_\_

Learn how to set your deferral rate on the back of this page.





I understand that ICMA-RC has established required procedures for Internet and telephone transfers that include personal identification numbers, recording of instructions, and written contirmations. In the event I choose to transfer funds by Internet or telephone, I agree that neither the VantageTrust Company, ICMA-RC, ICMA-RC Services, LLC, nor Vantagepoint Transfer Agents, LLC, will be liable for any loss, cost, or expense for acting upon any Internet or telephone instructions believed by it to be genuine and in accordance with the required procedures.

<sup>2</sup> By selecting Option 3 under "Step 3" you hereby verify that by signing this Enrollment Form you have read and understand 1) *ICMA-RC Guided Pathways*<sup>®</sup> *Fund Advice and Managed Accounts Investment Advisory Agreement*, dated March 2013 (the "Investment Advisory Agreement"), including the information on Managed Accounts advisory fees and 2) Part 2A of ICMA-RC's Form ADV for Guided Pathways<sup>®</sup> and Retirement Readiness Reports Advisory Services. By signing this Enrollment Form, you also certify that you agree to all the terms and conditions set forth on the enclosed Investment Advisory Agreement and that you are also executing the Investment Advisory Agreement as of the date you sign this Enrollment Form.

If all requested Managed Accounts information is not provided in Step 3/Option 3 "Do It For Me," your assets may be allocated to the default investment selected by Prince George's County until your Managed Accounts enrollment can be completed.

For Your Desired Retirement Age: Enter the age at which you would like to retire. If no age is provided, we will use age 65.

For Your Annual Desired Retirement Income: Enter the total annual dollar amount you wish to receive from all of your retirement income sources. If no dollar amount is provided, the Annual Desired Retirement Income will initially be calculated as 100% of your after-tax salary.

For Your Contributions: Please indicate your annual contribution to this plan either as a percentage of your current salary or as a dollar amount.

For Social Security Retirement Benefits: Please indicate whether you expect to receive Social Security retirement benefits. If you select "Yes" or do not select either box, we will include an estimate of Social Security benefits.

For Number of Dependents: You may include up to 10 dependents other than yourself (and your spouse if included) that you can currently claim as an exception on your tax return.

For Your Pension: Please indicate whether you expect to receive pension payments outside of Social Security or your 457 plan retirement account. If you select "No" or do not select either box, we will not include pension information. If you select "Yes," please provide an annual pension benefit amount estimate by selecting one of the two options listed (Option 1 or Option 2).

For "Is your pension subject to a cost of living adjustment (COLA): If your annual pension benefit will increase after retirement, select "Yes."

Print date: 02/06/2018

 $\left(10\right)$ 





# SUPPLEMENTAL MANAGED ACCOUNTS INFORMATION

## PRINCE GEORGE'S COUNTY 457 DEFERRED COMPENSATION PLAN

Employer Plan Number **300428** 

Social Security Number

Name (Please print)

Only complete and return this page if you selected Managed Accounts in the Investment Selection section of this form, and wish to further personalize your enrollment in Managed Accounts.

\_\_\_\_\_ M.I. \_\_\_\_

#### **Your Spouse or Partner Information**

Please read the instructions on the back for important information about including Spouse or Partner information.

Last Name		

First Name \_\_\_\_\_

Date of Birth (mm/dd/yyyy) \_\_\_\_/\_\_\_/ \_\_\_\_ / \_\_\_\_ \_\_\_\_ \_\_\_\_

Gender 🗖 Male 🗖 Female

Desired Retirement Age \_\_\_\_\_

Current Annual Salary \$\_\_\_\_\_

Your Spouse or Partner's Annual Desired Retirement Income \$	_ or
% (100% of current annual after-tax salary is recommended)	

Will your Spouse or Partner receive Social Security Retirement Benefits? ☐ Yes ☐ No

Annual Social Security Retirement Benefit \$\_\_\_\_\_ (Please see instructions for further details)

#### Spouse or Partner's Pension

(A) Age at which Pension Begins \_\_\_\_\_

(B) Annual Pension Benefit Amount (*choose only one*):
 Option 1: \$\_\_\_\_\_\_ (In today's dollars) your spouse/partner expects to receive in retirement

or

Option 2: \_\_\_\_\_% of your spouse/partner's salary he/she expects to receive in retirement

(C) Is this Pension subject to a cost of living adjustment (COLA) in retirement? ☐ Yes ☐ No

Outside Account Information Outside Account 1
Account Owner 🗖 You or 🗖 Your Spouse/Partner
Account Type ( <i>Check only one</i> ) 401(k) 401(a) 403(b) 457 Traditional IRA Roth IRA Taxable Savings Taxable Brokerage
Account Name
Total Account Balance \$
You or your Spouse/Partner Annual Contribution \$
Employer Annual Contribution* \$* <i>If applicable</i>
Asset Allocation Details U.S. Stocks% International Stocks% Bonds% Cash% Total = 100%
If no information is provided or the asset allocation does not total 100%, the asset allocation will be 55% U.S. Large Cap Stocks, 5% U.S. Small Cap Stocks, and 40% Bonds.
Outside Account 2
Account Owner 🗖 You or 🗖 Your Spouse/Partner
Account Type ( <i>Check only one</i> ) 401(k) 401(a) 403(b) 457 Traditional IRA Roth IRA Taxable Savings Taxable Brokerage
Account Name
Total Account Balance \$
You or your Spouse/Partner Annual Contribution \$
Employer Annual Contribution* \$*If applicable
Asset Allocation Details U.S. Stocks% International Stocks% Bonds% Cash% Total = 100%
If no information is provided or the asset allocation does not total 100%, the asset allocation will be 55% U.S. Large Cap Stocks, 5% U.S. Small Cap Stocks, and 40% Bonds.

36088-201801 REV 01/2018

MA

### Signature

Signature of Participant's Spouse \_\_\_\_

Date: \_\_\_ / \_\_\_

Print date: 02/06/2018

/



## SUPPLEMENTAL MANAGED ACCOUNTS INFORMATION INSTRUCTIONS PRINCE GEORGE'S COUNTY 457 DEFERRED COMPENSATION PLAN

Only complete and return this page if you selected Managed Accounts in the Investment Selection section of this form and wish to further personalize your enrollment in Managed Accounts.

Although this supplemental information is not required to enroll you in Managed Accounts, we strongly recommend you provide as much information about yourself as possible to help ICMA-RC provide you with a more personalized level of account management.

#### Your Spouse or Partner Information:

Including information on your Spouse's or Partner's salary will increase your household retirement income and retirement income goals, which has a direct impact on the advice you will receive. If you elect to include your spouse or partner, it is important that you provide information on his/ her Social Security benefits, Pensions, and Outside Accounts.

**Social Security Retirement Benefits:** Please indicate whether your spouse or partner will expect to receive Social Security retirement benefits. If you select "Yes" or do not select either box, we will include an estimate of Social Security benefits.

Annual Social Security Retirement Benefit: If no Annual Social Security Retirement Benefit is provided, Managed Accounts will generate an estimated amount based on your spouse or partner's current salary. If you wish to have Social Security benefits included in the account management for a retired spouse or partner, you must provide an estimated annual dollar amount.

#### Pension:

• Annual Pension Benefit Amount, please choose only one of the two below options:

Option 1 — Enter the annual benefit amount your spouse or partner expects to receive in retirement in today's dollars.

#### or

Option 2 — Enter the percentage of salary your spouse or partner expects to receive in retirement.

 Select "Yes" to "Is their pension subject to a cost of living adjustment (COLA)?", if your spouse or partner's annual pension benefit will increase after retirement.

#### **Outside Accounts Information:**

- Annual Outside Account contributions will be considered as Pre-Tax for all account types except for Roth IRA, Taxable Savings, and Taxable Brokerage which will be considered Post-Tax.
- Please designate the asset allocation for the listed outside accounts. If no asset allocation
  is provided or if the asset allocation provided does not total 100%, the asset allocation will
  initially be designated as 55% U.S. Large-Cap Stocks, 5% U.S. Small-Cap Stocks and 40%
  Bonds.
- To provide information on more than two outside accounts, (1) write "see attached sheet" in the section and (2) attach and sign a separate piece of paper with your name, plan number, Social Security Number, and additional outside account information.

Once you have completed this page, sign it and submit it to your employer along with the enrollment form.

A confirmation package will be mailed to you following receipt, in good order, of all necessary documentation. This package will confirm your personal and financial information and provide you with your wealth forecast and information on how ICMA-RC will be managing your account.

To update your information, including the asset allocation for your outside accounts, at any time after your Managed Accounts enrollment, go online to www.icmarc.org or call Investor Services at 800-669-7400 to request a *Guided Pathways® Managed Accounts Update Form*.

## **Completing the Enrollment Form**

The most important step to begin achieving your retirement goals is to enroll. Please review the investment options information and remove the form pages from this enrollment book before completing the Enrollment Form.

- Section 1: Complete all required personal information.
- Section 2: Specify the total percentage or dollar amount you wish to contribute each pay period.
- Section 3: Designate your beneficiaries.
- **Section 4:** Choose one of the investment selections:

SIMPLIFY AND DIVERSIFY WITH ONE FUND

Milestone Fund

• If you select this option, you will be invested in the **Milestone Fund**, also known as a "Target Date" fund, which most closely matches the year in which you will reach your plan's default retirement age. The Milestone Fund is a diversified fund designed for investors who expect to retire and/or begin withdrawals around a target year. Note that you may change this investment at any time. Please read the Investment Selection section on the back of the form for more information.

VT Model Portfolio Funds

- If you select this option, you should select the Model Portfolio Fund that most closely matches your level of risk tolerance.
- Each VT Model Portfolio Fund is composed of a single underlying fund of the

VT III Vantagepoint Funds.

- Underlying fund selection and asset mix of theVT III Model Portfolio Funds are intended to reflect risk tolerance.
- Asset allocation mix of each Model Portfolio Fund is maintained over time.
- Review and select the fund from the Balanced/Asset Allocation Funds list in the Investment Options section.

BUILD YOUR OWN INVESTMENT PORTFOLIO - allows maximum flexibility.

- Review the funds listed in the Investment Options section.
- Select the funds and the desired allocation.

### ASK ICMA-RC TO INVEST AND MANAGE YOUR ACCOUNT FOR YOU

- If you select this option, you will be enrolled in ICMA-RC's Managed Accounts service.
- You are charged an ongoing asset-based fee for this service.
- All eligible funds in your plan are considered for inclusion in Managed Accounts.
- Provides savings rate and retirement age recommendations.

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- Takes into consideration retirement age, current income, desired retirement income, ICMA-RC accounts, Social Security, and if you make available, pensions and other savings and investments.
- Monitors and reallocates your ICMA-RC account on an ongoing basis to account for provided changes in your personal and financial situation.

**Section 5:** Sign your completed form and submit to your employer for approval.

**Section 6-9:** If you selected Managed Accounts in Section 4, you must complete Sections 6-9.

For additional details and disclosure on the above steps, please refer to the enrollment form instructions on the back of the form.

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**457** 

#### **1. REQUIRED PERSONAL INFORMATION**

Employer Plan Number: 300428 Employ	yer Plan Name: PRINCE GEORGES COUNTY		
Social Security Number (for tax-reporting purposes) :	·		
Full Name of Participant:	First		M.I.
Mailing Address/Street:			
City:		State: Zip Code:	
Date of Birth:///	(mm/dd/yyyy) Date Employed/Rehired:	/ / (mm/dd/yyyy)	Rehire? check if Yes
	y. You will receive email notification when your quarterly statem		You may opt out by checking the box No, I do not wish e-Delivery at this time.
Job Title:			
Preferred Phone Number: ( ) )	Gender: 🖵 Male 🗖 Female	Marital Status: 🗖 Married 🗖 Single	
2. CONTRIBUTION AMOUNT			
Specify a percentage or dollar amount for pre-tax and/or Ra begin as soon as administratively possible following the mont	th contributions. If you sign this form prior to your first day of we Ih in which this form is signed.	, , , , , , , , , , , , , , , , , , , ,	·
Pre-tax contributions of% or \$%	from my pay each pay period.	If you are taking advantage of the available to 457 deferred compens the applicable box here:	catch-up contribution provision sation plan participants, please check
		"Age 50" catch-up provision	
3. BENEFICIARY DESIGNATION			
<ul> <li>may invalidate your beneficiary designation.</li> <li>Check one "Beneficiary Type" and one "Relationship" for</li> <li>Married Participants - Some 401 plans require th a community property state (AZ, CA, ID, LA, NV,</li> </ul>	e via Account Access at www.icmarc.org. e percentages (e.g., enter 33%, not 33.33% or 33 <sup>-1</sup> /3 %) that to r each beneficiary. Failure to do so may result in your designatior at you obtain consent from your spouse if you do not de NM, TX, WA, or WI), you must obtain consent from you online at www.icmarc.org/forms,if spousal consent is r	being invalid. signate him/her as the primary beneficiary for 1 Jr spouse to designate a nonspouse beneficiary fo	00% of your account. If you live in
Beneficiary Type: 🗹 Primary	Relationship (Check One): 🛛 Spouse	Non-Spouse Trust* Charity	
Name	/ / / Date of Birth		% of Benefit (whole % only)
Beneficiary Type(Check One): 🗖 Primary 📮 Contingent	Relationship (Check One): 🛛 🗖 Spouse	Non-Spouse Trust* Charity	
Name	/ / Date of Birth		% of Benefit (whole % only)
Beneficiary Type(Check One): 🗖 Primary 📮 Contingent	Relationship (Check One): 🛛 🔲 Spouse	Non-Spouse Trust* Charity	
Name	/ / / Date of Birth	Social Security Number	//////////////////////////////////////



## 457 Deferred Compensation Plan Employee Enrollment Form — Page 2

Employer Plan Number 300428	Social Security Number	Name (please print)						
Beneficiary Type(Check One): 🖵 Primary	Contingent	Relationship (Check One):	Spouse	Non-Spouse	Trust*	Charity		
Name			// Birth		l Security Numbe		% of Benefit (whole % only)	

\* Trust Beneficiaries - You must submit a copy of your entire trust document with the enrollment form if you desire the beneficiaries of the trust to be treated as designated beneficiaries for the purpose of determining required minimum distributions.

Designate additional beneficiaries online after your account is established, or write "see attached sheet" and attach and sign a separate piece of paper with your name, plan number, Social Security number, and the additional beneficiary information.

#### **4. INVESTMENT SELECTION**

Choose only one of the investment selections. Your selection will determine how contributions to your account will be invested. If no allocation instructions are provided, the percentages do not total 100%, or the allocation instructions are invalid, assets will be allocated to the default investment selected by your employer until additional instructions are received from you. Review the Notice Regarding Default Investments included in the Enrollment Kit for more information. Note: The allocation instructions you provide will apply to payroll contributions only.

#### Simplify and diversify with one fund - Please refer to the Investment Options Sheet for a list of funds and codes.

Milestone Fund. You will be invested in the Milestone Fund, also known as a "Target Date" fund, which most closely matches the year in which you will reach your plan's default retirement age. The Milestone Fund is a diversified fund designed for investors who expect to retire and/or begin withdrawals around a target year. Note that you may change this investment at any time.

Model Portfolio Fund.	Fund Code	= 100%
-----------------------	-----------	--------

#### OR

Build your own investment portfolio		INVESTMENT ALLOCATION			
Input the fund codes and allocation percentages (must total 100%) to	Code	Percent	Code	Percent	
show how contributions to your account will be invested. A list of funds					
and codes can be found on the Investment Options Sheet.					
Note: Please use whole percentages only.					
, ,					
		1	1	TOTAL = 100%	

#### OR

Ask ICMA-RC to invest	and manage	your account for you

Managed Accounts - By electing this option, you agree to have your account	professiona	ally managed by ICMA-RC. If you	elect this option, do not complete Option #2.	
Annual Salary: \$ Desired Retirement Age: You	our Annual [	Desired Retirement Income: \$	or%	
			(100% of current after-tax salary is recommended)	
Additional Employer Annual Contribution (if applicable)% or \$				
Will you receive Social Security Retirement Benefits? 🔲 Yes 🔲 No 🛛 A	Annual Socia	al Security Retirement Benefit \$_	(Please see instructions for further details)	
Number of Dependents				
Will you receive Pension payments outside of Social Security or your 457 or 401 Pla	ın retiremer	nt accounts? 🔲 Yes 🗔	No. If you select "Yes" please complete A, B and C below:	
(A) Age at which Pension Begins (B) Annual Pension Benefit Amour			(In today's dollars) you expect to receive in retire	ement
		Ör		
		Option B:	_% of your salary you expect to receive in retirement	
(C) Is your Pension subject to a cost of living adjustment (COLA) in retirement?	🔲 Yes	No No		

ICMA-RC • Attn: Workflow Management Team • P.O. Box 96220 • Washington, DC 20090-6220 • Toll Free 800-669-7400 • www.icmarc.org • Fax 202-682-6439



### 457 Deferred Compensation Plan Employee Enrollment Form — Page 3

**Employer Plan Number** 300428

**Social Security Number** 

Name (please print)

#### **5. AUTHORIZED SIGNATURES**

Submit this form to your employer promptly to avoid investment delay. If this form is faxed to ICMA-RC please do not mail the original.

Note that by signing this form you acknowledge that you agree to the following disclosure: I understand that ICMA-RC has established required procedures for Internet and telephone transfers that include personal identification numbers, recording of instructions, and written confirmations. In the event I choose to transfer funds by Internet or telephone, I agree that neither the VantageTrust Company, ICMA-RC, ICMA-RC Services, LLC, nor Vantagepoint Transfer Agents, LLC, will be liable for any loss, cost, or expense for acting upon any Internet or telephone instructions believed by it to be genuine and in accordance with the required procedures.

You hereby verify that by signing this Enrollment Form you have read and understand: 1) ICMA-RC Guided Pathways® Fund Advice and Managed Accounts Investment Advisory Agreement, dated June 2017 (the "Investment Advisory Agreement"), including the information on Managed Accounts advisory fees and 2) Part 2A of ICMA-RC's Form ADV for Guided Pathways® and Retirement Readiness Reports Advisory Services.

By signing this Enrollment Form, you also certify that you agree to all the terms and conditions set forth on the enclosed Investment Advisory Agreement and that you are also executing the Investment Advisory Agreement as of the date you sign this Enrollment Form.

Participant's Signature

Authorized Employer Official's Signature

Year Day Month Year Employee ID \_ For Employer Use Only



457 Deferred Compensation Plan Employee Enrollment Form — Page 4

457

Employer Plan Number 300428 Social Security Number

Name (please print)

Additiona	Managed	Accounts	Information
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Only complete and return this page if you selected Managed Accounts (Option 1) in the "Allocation of Contributions" section on Page this form, and wish to further personalize your enrollment in Managed Accounts.

### **6. RETIREMENT INFORMATION**

Date of Birth		Curren	nt Annual Salary
/ / /	Desired Retirement Age: _	\$	
Your Spouse's or Partner's Annual Desired Retirement Income: \$		%	
	(100% of current after-tax salary is recommended)		
Will your Spouse or Partner receive Social Security Retirement Benefit			
Annual Social Security Retirement Benefit \$ (Ple	ase see instructions tor turther details)		
Spouse or Partner's Pension			
<ul> <li>(A) Age at which Pension Begins</li></ul>	(In today's doll	ars) your shouse/narther experts to rea	reive in retirement <b>OR</b>
Option #2:	% of your spouse/partner's	salary he/she expects to receive in ret	tirement
(C) Is this Pension subject to a cost of living adjustment (COLA) in retir	ement? 🔲 Yes 🔲 No		
8. OUTSIDE ACCOUNT INFORMATION			
Outside Account 1: Account Owner  You or  Your Spou	se/Partner		
Account Type (Check only one) 🗖 401(k) 🗖 401(a) 🗖 403	b) 🔲 457 🛄 Traditional IRA 🕻	Roth IRA 🔲 Taxable Savings	Taxable Brokerage
Account Name			
You or your Spouse Total Account Balance S Annual Contribution	/Partner	w Annual Contribution *C	* If annliantle
Almour Commonitor	і \$ спірюуе	r Annual Contribution 5	паррісаріе
US Stocks% Bonds% International Stocks% Cash%			
Total = 100%			
Outside Account 2: Account Owner 🛛 You or 🎴 Your Spou			
Account Type (Check only one) 401(k) 401(a) 403 Account Name		Content RA Taxable Savings	Taxable Brokerage
You or your Spouse	/Partner		
Total Account Balance \$ Annual Contribution	n \$ Employe	r Annual Contribution *\$	* If applicable
Asset Allocation Details			
US Stocks% Bonds% International Stocks% Cash%			
$\frac{100\%}{100\%}$			
9. SIGNATURE			
Participant Signature	Date		



### Only complete and return this page if you selected Managed Accounts (Option #1) in the "Allocation of Contributions" section on Page 1 of this form and wish to further personalize your enrollment in Managed Accounts.

Although this additional information is not required to enroll you in Managed Accounts, we strongly recommend you provide as much information about yourself as possible to help ICMA-RC provide you with a more personalized level of account management.

Retirement Information: Only complete this section if you are within 10 years of your desired retirement age and the VT Retirement IncomeAdvantage Fund is an available investment option in your Retirement Plan. If you are within 10 years of your desired retirement age and the VT Retirement IncomeAdvantage Fund is an available investment option in your Retirement Plan and you do not provide an answer, the second answer listed for both questions will be used ("Likely -75% chance" and "Near average").

If the VT Retirement IncomeAdvantage Fund is an option in your Retirement Plan, based on your overall situation and responses to the following questions, Managed Accounts may recommend that a portion of your assets be invested in the VT Retirement IncomeAdvantage Fund, a VantageTrust Fund that invests in a separate account under a group variable annuity issued by a third-party insurance company, based on your overall situation and responses to the following questions. A Guarantee Fee of 1.00% is assessed by the third-party insurance company for the VT Retirement IncomeAdvantage Fund guarantees and is included along with other fund fees and expenses in the VT Retirement IncomeAdvantage Fund's net expense ratio. These guarantees are also subject to certain limitations, terms, and conditions.Please see the VT Retirement IncomeAdvantage Fund Summary Important Considerations document for more information.

Your Spouse or Partner Information provided in Section 6: Including information on your Spouse's or Partner's salary will increase your household retirement income and retirement income goals, which has a direct impact on the advice you will receive. If you elect to include your spouse or partner, it is important that you provide information on his/her Social Security benefits, Pensions, and Outside Accounts.

Social Security Retirement Benefits: Please indicate whether your spouse or partner will expect to receive Social Security retirement benefits. If you select "Yes" or do not select either box, we will include an estimate of Social Security benefits.

Annual Social Security Retirement Benefit: If no Annual Social Security Retirement Benefit is provided, Managed Accounts will generate an estimated amount based on your spouse or partner's current salary. If you wish to have Social Security benefits included in the account management for a retired spouse or partner, you must provide an estimated annual dollar amount.

#### Pension:

• Annual Pension Benefit Amount, please choose only one of the two below options:

Option #1 - Enter the annual benefit amount your spouse or partner expects to receive in retirement in today's dollars. **OR** 

Option #2 - Enter the percentage of salary your spouse or partner expects to receive in retirement.

• Select "Yes" to "Is their pension subject to a cost of living adjustment (COLA)?", if your spouse or partner's annual pension benefit will increase after retirement.

### **Outside Accounts Information provided in Section 8:**

- Annual Outside Account contributions will be considered as Pre-Tax for all account types except for Roth IRA, Taxable Savings, and Taxable Brokerage which will be considered Post-Tax.
- Please designate the asset allocation for the listed outside accounts. If no asset allocation is provided or if the asset allocation provided does not total 100%, the asset allocation will initially be designated as 55% U.S. Large Cap Stocks, 5% U.S. Small CapStocks, and 40% Bonds.
- To provide information on more than two outside accounts, (1) write "see attached sheet" in the section and (2) attach and sign a separate piece of paper with your name, plan number, Social Security Number, and additional outside account information.

Once you have completed this page, sign it and submit it to your employer along with Page 1 of the enrollment form.

A confirmation package will be mailed to you following receipt, in good order, of all necessary documentation. This package will confirm your personal and financial information and provide you with your wealth forecast and information on how ICMA-RC will be managing your account.

To update your information, including the asset allocation for your outside accounts, at any time after your Managed Accounts enrollment, go online to www.icmarc.org or call Investor Services at 800-669-7400 to request a *Guided Pathways® Managed Accounts Update Form.* 



### PRINCE GEORGES COUNTY 457 Deferred Compensation Plan Investment Options

Stable Value/Cash Management	Ticker	Code
VT PLUS Fund <sup>1,2</sup>		
Bond		
VT Vantagepoint Cor Bnd Idx <sup>1,2,3</sup>		
VT Western Asset Core Plus Bnd <sup>1,2,3</sup>		
VT Vantagepoint Infltn Focused <sup>1,2,3</sup>		0075
VT PIMCO High Yield <sup>1,2,3,4</sup>		
Guaranteed Lifetime Income		
VT Retirement IncomeAdvantage <sup>1,2,5</sup>		8077
Balanced/Asset Allocation		
VT Vantagepoint MS Ret Inc <sup>1,2,6</sup>		

0257
0258
0259
0260
0261
0262
0263
0264
0265
0266
0252
0253
0255
5354

### U.S. Stock

VT Vantagepoint Equity Income <sup>1,2,10</sup>	0025
VT MFS <sup>®</sup> Value <sup>1,2,10</sup>	
T Rowe Price® Equity Income 8,9,10PRFDX	5352
VT Vantagepoint 500 Stk Idx <sup>1,2</sup>	
American Funds Fundamental Inv <sup>9</sup> RFNEX	
Hartford Capital Apprec HLS IA <sup>9</sup> HIACX	
VT Contrafund <sup>® 1,2,10,11</sup>	7733
VT T Rowe Price <sup>®</sup> Growth Stock <sup>1,2,8,10</sup>	
T Rowe Price <sup>®</sup> Blue Chip Growth <sup>8,9,10</sup> TRBCX	5355
VT Victory Sycamore Est Value <sup>1,2,10,12</sup>	8535
T Rowe Price <sup>®</sup> Mid-Cap Growth <sup>8,9,10,12</sup> RPMGX	5302
VT AMG TimesSquare Mid Cap Gr <sup>1,2,10,12</sup>	
VT Carillon Eagle Mid Cap Gr <sup>1,2,10,12</sup>	
VT LSV Small Cap Value <sup>1,2,10,13</sup>	
T Rowe Price <sup>®</sup> Small-Cap Value <sup>8,9,13</sup> PRSVX	5353
Invesco Small Cap Growth A 9,10,13GTSAX	

### International/Global Stock

American Funds New Perspective 7,9	RNPEX4415
VT Vantagepnt Ovrseas Eq Idx <sup>1,2,7</sup>	
VT Diversified International <sup>1,2,7,10</sup>	

International/Global Stock	Ticker	Code
VT Vantagepoint Emerging Mrkts <sup>1,2</sup>		
Oppenheimer Developing Markets <sup>7,9</sup>	ODMAX	5113

23

### Specialty

VT Nuveen Real Estate Secs	1,2,14
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Some of the funds listed above may not be available to your Plan. To ensure that you have the most current list of available funds and lor to obtain additional fund information, please log on to Account Access at www.icmarc.org or call ICMA-RC Investor Services at 800-669-7400.

- <sup>1</sup> Before investing in the Fund you should carefully consider your investment goals, tolerance for risk, investment time horizon, and personal circumstances. There is no guarantee that the Fund will meet its investment objective and you can lose money.
- <sup>2</sup> The Fund is an investment option of Vantage Trust, a group trust established and maintained by Vantage Trust Company, LLC, a wholly owned subsidiary of ICMA-RC. Vantage Trust provides for the commingling of assets of certain trusts and plans as described in its Declaration of Trust, and is only available for investment by such eligible trusts and plans. The Fund is not a mutual fund. Its units are not deposits of Vantage Trust Company and are not insured by the Federal Deposit Insurance Corporation or any other agency. The Fund is a security that has not been registered under the Securities Act of 1933 and is exempt from investment company registration under the Investment Company Act of 1940. For additional information regarding the Fund, including a description of the principal risks, please consult the Vantage Trust Funds Disclosure Memorandum, which is available when you log in at www.icmarc.org, or upon request by calling 800-669-7400.
- <sup>3</sup> A fixed income fund is subject to credit risk and interest rate risk. Credit risk is when an issuer of a fixed income security may be unable or unwilling to make payments of principal or interest to the holders of these securities or may declare bankruptcy. Fixed income securities fluctuate in value as interest rates change. When interest rates rise, the market prices of fixed income securities will usually decrease; when interest rates fall, the market prices of fixed income securities usually will increase.
- <sup>4</sup> Funds that invest primarily in high yield bonds (bonds that are rated below investment grade and also known as "junk bonds") are subject to additional risk as these high yield bonds are considered speculative and involve a greater risk of default than "investment grade" securities. The values of these securities are particularly sensitive to changes in interest rates, issuer creditworthiness, and economic and political conditions. The market prices of these securities may decline significantly in periods of general economic difficulty, may be harder to value, and may be less liquid than higher rated securities.
- Prudential Retirement Insurance and Annuity Company (Prudential), CA COA #08003, Hartford, CT. Neither Prudential nor ICMA-RC guarantees the investment performance or return on contributions to Prudential's Separate Account. You should carefully consider the objectives, risks, charges, expenses and underlying guarantee features before purchasing this product. Prudential may increase the Guarantee Fee in the future, from 1.00% up to a maximum of 1.50%. Like all variable investments, this Fund may lose value. Availability and terms may vary by jurisdiction; subject to regulatory approvals. Annuity contracts contain exclusions, limitations, reductions of benefits and terms for keeping them in force. Guarantees are based on Prudential's claims-paying ability. This annuity is issued under Contract form # GA-2020-TGWB4-0805-RC. ICMA-RC provides recordkeeping services to your Plan and is the investment manager of the underlying Prudential separate account. Prudential or its affiliates may compensate ICMA-RC for providing these and related administrative services in connection with the Fund. Variable annuities are suitable for long-term investing, particularly retirement savings. ©2017 Prudential, the Prudential logo, and the Rock symbol and Bring Your Challenges are service marks of the Prudential Insurance Company of America, Newark, NJ, and its related entities, registered in many jurisdictions worldwide. Note: Participants who are interested in the VT Retirement IncomeAdvantage Fund must first receive and read the VT Retirement IncomeAdvantage Fund Important Considerations document, before investing.

<sup>6</sup> The Fund is not a complete solution for all of your retirement savings needs. An investment in the Fund includes the risk of loss, including near, at or after the target date of the Fund. There is no guarantee that the Fund will provide adequate income at and through an investor's retirement.

- <sup>7</sup> Funds that invest in foreign securities are exposed to the risk of loss due to political, economic, legal, regulatory, and operational uncertainties; differing accounting and financial reporting standards; limited availability of information; currency fluctuations; and higher transaction costs. Investments in foreign currencies or securities denominated in foreign currencies (including derivative instruments that provide exposure to foreign currencies) may experience gains or losses solely based on changes in the exchange rate between foreign currencies and the U.S. dollar. The risk of investing in foreign securities may be greater with respect to securities of companies located in emerging market countries. The value of developing or emerging market currencies may fluctuate more than the currencies of companies with more mature markets.
- <sup>8</sup> T. Rowe Price<sup>\*</sup> is a registered trademark of T. Rowe Price Group, Inc. all rights reserved.
- <sup>9</sup> Please read the fund's prospectus or disclosure materials carefully for a complete summary of all fees, expenses, investment objectives and strategies, risks, financial highlights, and performance information. Investing involves risk, including possible loss of the amount invested. Investors should carefully consider the information contained in the prospectus or disclosure materials before investing. To request a prospectus or disclosure materials, you may contact us by calling 800-669-7400, emailing investorservices@icmarc.org,or visiting www.icmarc.org.
- <sup>10</sup> Certain funds may be subject to style risk, which is the possibility that the investment style of its investment adviser will trail the returns of the overall market. In the past, different types of securities have experienced cycles of outperformance and underperformance in comparison to the market in general. For example, growth stocks have performed best during the later stages of economic expansion and value stocks have performed best during periods of economic recovery. Both styles may go in and out of favor. When the investing style used by a fund is out of favor, that fund is likely to underperform other funds that use investing styles that are in favor.
- <sup>11</sup> PURITAN and CONTRAFUND are registered service marks of FMR LLC. Used with permission.
- <sup>12</sup> Funds that invest primarily in mid-capitalization companies involve greater risk than is customarily associated with investments in larger, more established companies. Equity securities of mid-capitalization companies generally trade in lower volume and are generally subject to greater and less predictable price changes than the securities of larger companies.
- <sup>13</sup> Funds that invest primarily in small-capitalization companies involve greater risk than is customarily associated with investments in larger, more established companies. Equity securities of small-capitalization companies are generally subject to greater price volatility than those of larger companies due to less certain growth prospects, the lower degree of liquidity in the markets for their securities, and the greater sensitivity of smaller companies to changing economic conditions. Also, small-capitalization companies may have more limited product lines, fewer capital resources and less experienced management than larger companies.
- <sup>14</sup> Sector funds tend to be riskier and more volatile than the broad market because they are generally less diversified and more volatile than other mutual funds.

Fund Name	Investment Objective/Principal Investment Strategy/Principal Risks
Stable Value/Cash Manag	gement
VT PLUS Fund	Please find information regarding this fund in the section titled "Additional Information About Your Investment Options."
Bond	
<b>VT Vantagepoint Core Bond Index Fund</b> Morningstar Category <sup>†</sup> ‡: Intermediate-Term Bond	Objective: Current income by approximating the performance of the Bloomberg Barclays U.S. Aggregate Bond Index. Strategy: The Fund invests substantially all of its assets in a single underlying VT III Vantagepoint Fund. The underlying fund invests, under normal circumstances, at least 80% of its net assets in bonds and other fixed income securities included in the Bloomberg Barclays U.S. Aggregate Bond Index, selected and weighted to seek to result in investment characteristics comparable to those of that index and performance that correlates with the performance of that index. It considers To-Be-Announced ("TBA") transactions that provide substantially similar exposure to securities in the Bloomberg Barclays U.S. Aggregate Bond Index to be investments included within the index. The underlying fund follows an indexed or passively managed approach to investing. A sampling technique is employed to approximate index characteristics, using fewer securities than are contained in the index. <b>Principal Risks:</b> Interest Rate Risk, U.S. Government Agency Securities Risk, Mortgage-Backed Securities Risk, TBA Risk, Asset-Backed Securities Risk, Prepayment and Extension Risk, Credit Risk, Indexing Risk, Portfolio Turnover Risk, Large Investor Risk. Please see the Disclosure Memorandum for additional information about the Fund's risks.
VT Western Asset Core Plus Bond Fund Morningstar Category <sup>†</sup> ‡: Intermediate-Term Bond	<ul> <li>Objective: Maximize total return, consistent with prudent investment management and liquidity needs by investing to obtain the average duration specified below.</li> <li>Strategy: The Fund invests substantially all of its assets in the Western Asset Core Plus Bond Fund. The underlying fund invests in fixed income securities of various maturities and, under normal market conditions, will invest at least 80% of its net assets in debt and fixed income securities. Although the underlying fund may invest in securities of any maturity, it will normally maintain a dollar-weighted average effective duration within 30% of the average duration of the domestic bond market as a whole as estimated by its subadvisers (generally this range is from 2.5 to 7 years). The underlying fund may invest up to 20% of its total assets in non-U.S. dollar denominated securities and up to 20% of the fund's net assets may be invested in debt securities that are not rated in the Baa or BBB categories or above at the time of purchase by one or more Nationally Recognized Statistical Rating Organizations ("NRSROs") or, if unrated, securities of comparable quality at the time of purchase (as determined by the underlying fund may invest up to 25% of its total assets in the securities are commonly known as "junk bonds" or "high yield securities." The underlying fund may invest up to 25% of its total asset-backed securities. It may also enter into various exchange-traded and over-the-counter derivative transactions including, but not limited to, futures, options, swaps, foreign currency futures, and forwards.</li> <li>Principal Risks: Interest Rate Risk, Credit Risk, High Yield Securities Risk, Derivative Instruments Risk, Leverage Risk, Liquidity Risk, Foreign Securities Risk, Emerging Markets Securities Risk, Foreign Currency Risk, Foreign Government Securities Risk, Call Risk, Issuer Risk, Inflation-Adjusted Securities Risk, Mortgage-Backed Securities Risk, Asset-Backed Securities Risk, Management Risk.</li> <li>Please s</li></ul>
<b>VT Vantagepoint Inflation Focused Fund</b> Morningstar Category <sup>†</sup> ‡: Inflation-Protected Bond	<ul> <li>Objective: Inflation protection and income.</li> <li>Strategy: The Fund invests substantially all of its assets in a single underlying VT III Vantagepoint Fund. The underlying fund invests, under normal circumstances, in a combination of (1) inflation-indexed fixed income securities or instruments, (2) other fixed income securities or instruments, and (3) inflation-linked derivatives. To the extent that the underlying fund's subadvisers invest in fixed income securities that are not inflation-indexed, they may use inflation-linked derivatives in connection with such investments to seek to achieve the investment objective. The underlying fund generally invests in investment grade fixed income securities.</li> <li>Principal Risks: Inflation-Adjusted Securities Risk, Interest Rate Risk, Credit Risk, Foreign Securities Risk, Foreign Currency Risk, U.S. Government Agency Securities Risk, Derivative Instruments Risk, Call Risk, Mortgage-Backed Securities Risk, Asset-Backed Securities Risk, Multi-Manager Risk, Large Investor Risk.</li> <li>Please see the Disclosure Memorandum for additional information about the Fund's risks.</li> </ul>

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\* Morningstar places funds in certain categories based on the fund's historical portfolio holdings. Placement of a fund in a particular Morningstar category does not mean that the fund will remain in that category or that it will invest primarily in securities consistent with its Morningstar category. A fund's investment strategy and portfolio holdings are governed by its prospectus, guidelines or other governing documents, not its Morningstar category. (25)

Fund Name	Investment Objective/Principal Investment Strategy/Principal Risks
<b>VT PIMCO High Yield Fund</b> Morningstar Category <sup>†</sup> ‡: High Yield Bond	<ul> <li>Objective: Maximum total return consistent with preservation of capital and prudent investment management.</li> <li>Strategy: The Fund invests substantially all of its assets in the PIMCO High Yield Fund. The underlying fund invests, under normal circumstances, at least 80% of its assets in a diversified portfolio of high yield securities ("junk bonds"), which may be represented by forward contracts or derivatives such as options, futures, or swap agreements, rated below investment grade by Moody's, or equivalently rated by S&amp;P or Fitch. The remainder of its assets may be invested in investment grade fixed income securities that include bonds or other debt securities issued by various U.S. and non-U.S. public- and private-sector entities. It may also invest in securities denominated in foreign currencies and in securities and instruments tied to emerging market countries and in preferred stock. The underlying fund may invest in derivative instruments without limitation.</li> <li>Principal Risks: Interest Rate Risk, Credit Risk, High Yield Securities Risk, Issuer Risk, Liquidity Risk, Derivative Instruments Risk, Stock Market Risk, Mortgage-Backed Securities Risk, Asset-Backed Securities Risk, Foreign Securities Risk, Emerging Markets Securities Risk, Foreign Currency Risk, Leverage Risk, Management Risk, Short Sale Risk.</li> <li>Please see the Disclosure Memorandum for additional information about the Fund's risks.</li> </ul>
Guaranteed Lifetime Incon	10
VT Retirement IncomeAdvantage Fund	Please find information regarding this fund in the section titled "Additional Information About Your Investment Options."
Balanced/Asset Allocation	
VT Vantagepoint Milestone Retirement Income Fund Morningstar Category† ‡: Target-Date Retirement	<ul> <li>Objective: Current income and opportunities for capital growth that have limited risk.</li> <li>Strategy: The Fund invests substantially all of its assets in a single underlying VT III Vantagepoint Fund, which invests in a combination of other VT III Vantagepoint Funds to seek to obtain exposure to approximately 63% fixed income investments, 30% equity investments, and 7% multi-strategy investments. These asset allocations are referred to as "neutral targets" because they do not reflect decisions that may be made by ICMA-RC, the investment adviser to the underlying fund, to overweight or underweight a particular asset class based on market or operational factors. The neutral targets also do not reflect performance differences between the Fund's asset class allocations that will cause temporary deviations from the neutral targets. The actual asset class allocation of the Fund may vary by as much as five percentage points as a result of ICMA-RC's allocation decisions, performance differences between asset classes of the Fund, or some combination thereof.</li> <li>Principal Risks: Asset Allocation Risk, Fund of Funds Risk, Interest Rate Risk, Credit Risk, Convertible Securities Risk, High Yield Securities Risk, Stock Market Risk, Foreign Securities Risk, Emerging Markets Securities Risk, Mid-Cap Securities Risk, Derivative Instruments Risk, Indexing Risk. Large Investor Risk.</li> <li>Please see the Disclosure Memorandum for additional information about the Fund's risks.</li> </ul>
<b>VT Vantagepoint Milestone 2010 Fund</b> Morningstar Category <sup>†</sup> ‡: Target-Date 2000-2010	<ul> <li>Objective: High total return consistent with the fund's current asset allocation.</li> <li>Strategy: The Fund invests substantially all of its assets in a single underlying VT III Vantagepoint Fund, which invests in a combination of other VT III Vantagepoint Funds. The underlying fund uses an asset allocation strategy designed for investors who retired in or around the year 2010 and would like to make gradual withdrawals from their investment. As time elapses, the underlying fund's allocation to equity and multi-strategy investments decreases and its allocation to fixed income investments increases such that the asset allocation becomes more conservative over time until it reaches a final constant asset allocation approximately 10 years after the year in its name. The underlying fund invests in a combination of equity, fixed income, and multi-strategy investments that its investment adviser believes to be appropriate.</li> <li>Principal Risks: Asset Allocation Risk, Fund of Funds Risk, Interest Rate Risk, Credit Risk, Mortgage-Backed Securities Risk, Convertible Securities Risk, High Yield Securities Risk, Asset-Backed Securities Risk, Prepayment and Extension Risk, U.S. Government Agency Securities Risk, Stock Market Risk, Foreign Securities Risk, Emerging Markets Securities Risk, Mid-Cap Securities Risk, Derivative Instruments Risk, Indexing Risk, Large Investor Risk.</li> <li>Please see the Disclosure Memorandum for additional information about the Fund's risks.</li> </ul>

Fund Name	Investment Objective/Principal Investment Strategy/Principal Risks
VT Vantagepoint Milestone 2015 Fund Morningstar Category†‡: Target-Date 2015	<ul> <li>Objective: High total return consistent with the fund's current asset allocation.</li> <li>Strategy: The Fund invests substantially all of its assets in a single underlying VT III Vantagepoint Fund, which invests in a combination of other VT III Vantagepoint Funds. The underlying fund uses an asset allocation strategy designed for investors who retired in or around the year 2015 and would like to make gradual withdrawals from their investment. As time elapses, the underlying fund's allocation to equity and multi-strategy investments decreases and its allocation to fixed income investments increases such that the asset allocation becomes more conservative over time until it reaches a final constant asset allocation approximately 10 years after the year in its name. The underlying fund invests in a combination of equity, fixed income, and multi-strategy investments that its investment adviser believes to be appropriate.</li> <li>Principal Risks: Asset Allocation Risk, Fund of Funds Risk, Interest Rate Risk, Credit Risk, Mortgage-Backed Securities Risk, Convertible Securities Risk, High Yield Securities Risk, Asset-Backed Securities Risk, Prepayment and Extension Risk, U.S. Government Agency Securities Risk, Indexing Risk, Large Investor Risk.</li> <li>Please see the Disclosure Memorandum for additional information about the Fund's risks.</li> </ul>
VT Vantagepoint Milestone 2020 Fund Morningstar Category†‡: Target-Date 2020	Objective: High total return consistent with the fund's current asset allocation. Strategy: The Fund invests substantially all of its assets in a single underlying VT III Vantagepoint Fund, which invests in a combination of other VT III Vantagepoint Funds. The underlying fund uses an asset allocation strategy designed for investors who expect to begin making withdrawals from their investment, typically at or after retirement (assumed to occur at age 60), in or around the year stated in the Fund's name. As time elapses, the underlying fund's allocation to equity and multi-strategy investments decreases and its allocation to fixed income investments increases such that the asset allocation becomes more conservative over time until it reaches a final constant asset allocation approximately ten years after the year in its name. The underlying fund invests in a combination of equity, fixed income, and multi-strategy investments that its investment adviser believes to be appropriate. Principal Risks: Asset Allocation Risk, Fund of Funds Risk, Stock Market Risk, Foreign Securities Risk, Emerging Markets Securities Risk, Small-Cap Securities Risk, Mid-Cap Securities Risk, Credit Risk, Mortgage-Backed Securities Risk, Asset-Backed Securities Risk, Prepayment and Extension Risk, U.S. Government Agency Securities Risk, Derivative Instruments Risk, Indexing Risk, Large Investor Risk. Please see the Disclosure Memorandum for additional information about the Fund's risks.
VT Vantagepoint Milestone 2025 Fund Morningstar Category†‡: Target-Date 2025	<ul> <li>Objective: High total return consistent with the fund's current asset allocation.</li> <li>Strategy: The Fund invests substantially all of its assets in a single underlying VT III Vantagepoint Fund, which invests in a combination of other VT III Vantagepoint Funds. The underlying fund uses an asset allocation strategy designed for investors who expect to begin making withdrawals from their investment, typically at or after retirement (assumed to occur at age 60), in or around the year stated in the Fund's name. As time elapses, the underlying fund's allocation to equity and multi-strategy investments decreases and its allocation to fixed income investments increases such that the asset allocation becomes more conservative over time until it reaches a final constant asset allocation approximately ten years after the year in its name. The underlying fund invests in a combination of equity, fixed income, and multi-strategy investments that its investment adviser believes to be appropriate.</li> <li>Principal Risks: Asset Allocation Risk, Fund of Funds Risk, Stock Market Risk, Foreign Securities Risk, Emerging Markets Securities Risk, Small-Cap Securities Risk, Mid-Cap Securities Risk, Equity Income/Interest Rate Risk, Interest Rate Risk, Credit Risk, Convertible Securities Risk, High Yield Securities Risk, Derivative Instruments Risk, Indexing Risk, Large Investor Risk.</li> <li>Please see the Disclosure Memorandum for additional information about the Fund's risks.</li> </ul>

Fund Name	Investment Objective/Principal Investment Strategy/Principal Risks
<b>VT Vantagepoint Milestone 2030 Fund</b> Morningstar Category†‡: Target-Date 2030	<ul> <li>Objective: High total return consistent with the fund's current asset allocation.</li> <li>Strategy: The Fund invests substantially all of its assets in a single underlying VT III Vantagepoint Fund, which invests in a combination of other VT III Vantagepoint Funds. The underlying fund uses an asset allocation strategy designed for investors who expect to begin making withdrawals from their investment, typically at or after retirement (assumed to occur at age 60), in or around the year stated in the Fund's name. As time elapses, the underlying fund's allocation to equity and multi-strategy investments decreases and its allocation to fixed income investments increases such that the asset allocation becomes more conservative over time until it reaches a final constant asset allocation approximately ten years after the year in its name. The underlying fund invests in a combination of equity, fixed income, and multi-strategy investments that its investment adviser believes to be appropriate.</li> <li>Principal Risks: Asset Allocation Risk, Fund of Funds Risk, Stock Market Risk, Foreign Securities Risk, Emerging Markets Securities Risk, Small-Cap Securities Risk, Mid-Cap Securities Risk, Equity Income/Interest Rate Risk, Interest Rate Risk, Credit Risk, Convertible Securities Risk, High Yield Securities Risk, Large Investor Risk.</li> <li>Please see the Disclosure Memorandum for additional information about the Fund's risks.</li> </ul>
VT Vantagepoint Milestone 2035 Fund Morningstar Category† ‡: Target-Date 2035	<ul> <li>Objective: High total return consistent with the fund's current asset allocation.</li> <li>Strategy: The Fund invests substantially all of its assets in a single underlying VT III Vantagepoint Fund, which invests in a combination of other VT III Vantagepoint Funds. The underlying fund uses an asset allocation strategy designed for investors who expect to begin making withdrawals from their investment, typically at or after retirement (assumed to occur at age 60), in or around the year stated in the Fund's name. As time elapses, the underlying fund's allocation to equity and multi-strategy investments decreases and its allocation to fixed income investments increases such that the asset allocation becomes more conservative over time until it reaches a final constant asset allocation approximately ten years after the year in its name. The underlying fund invests in a combination of equity, fixed income, and multi-strategy investments that its investment adviser believes to be appropriate.</li> <li>Principal Risks: Asset Allocation Risk, Fund of Funds Risk, Stock Market Risk, Foreign Securities Risk, Emerging Markets Securities Risk, Small-Cap Securities Risk, Fund of Funds Risk, Equity Income/Interest Rate Risk, Interest Rate Risk, Credit Risk, Convertible Securities Risk, High Yield Securities Risk, Large Investor Risk.</li> <li>Please see the Disclosure Memorandum for additional information about the Fund's risks.</li> </ul>
<b>VT Vantagepoint Milestone 2040 Fund</b> Morningstar Category†‡: Target-Date 2040	<ul> <li>Objective: High total return consistent with the fund's current asset allocation.</li> <li>Strategy: The Fund invests substantially all of its assets in a single underlying VT III Vantagepoint Fund, which invests in a combination of other VT III Vantagepoint Funds. The underlying fund uses an asset allocation strategy designed for investors who expect to begin making withdrawals from their investment, typically at or after retirement (assumed to occur at age 60), in or around the year stated in the Fund's name. As time elapses, the underlying fund's allocation to equity and multi-strategy investments decreases and its allocation to fixed income investments increases such that the asset allocation becomes more conservative over time until it reaches a final constant asset allocation approximately ten years after the year in its name. The underlying fund invests in a combination of equity, fixed income, and multi-strategy investments that its investment adviser believes to be appropriate.</li> <li>Principal Risks: Asset Allocation Risk, Fund of Funds Risk, Stock Market Risk, Foreign Securities Risk, Emerging Markets Securities Risk, High Yield Securities Risk, Small-Cap Securities Risk, Mid-Cap Securities Risk, Equity Income/Interest Rate Risk, Interest Rate Risk, Credit Risk, Asset-Backed Securities Risk, Convertible Securities Risk, Derivative Instruments Risk, Indexing Risk, Large Investor Risk. Please see the Disclosure Memorandum for additional information about the Fund's risks.</li> </ul>

Fund Name	Investment Objective/Principal Investment Strategy/Principal Risks
VT Vantagepoint Milestone 2045 Fund Morningstar Category†‡: Target-Date 2045	<ul> <li>Objective: High total return consistent with the fund's current asset allocation.</li> <li>Strategy: The Fund invests substantially all of its assets in a single underlying VT III Vantagepoint Fund, which invests in a combination of other VT III Vantagepoint Funds. The underlying fund uses an asset allocation strategy designed for investors who expect to begin making withdrawals from their investment, typically at or after retirement (assumed to occur at age 60), in or around the year stated in the Fund's name. As time elapses, the underlying fund's allocation to equity and multi-strategy investments decreases and its allocation to fixed income investments increases such that the asset allocation becomes more conservative over time until it reaches a final constant asset allocation approximately ten years after the year in its name. The underlying fund invests in a combination of equity, fixed income, and multi-strategy investments that its investment adviser believes to be appropriate.</li> <li>Principal Risks: Asset Allocation Risk, Fund of Funds Risk, Stock Market Risk, Foreign Securities Risk, Emerging Markets Securities</li> </ul>
	Risk, High Yield Securities Risk, Small-Cap Securities Risk, Mid-Cap Securities Risk, Equity Income/Interest Rate Risk, Interest Rate Risk, Credit Risk, Asset-Backed Securities Risk, Convertible Securities Risk, Indexing Risk, Derivative Instruments Risk, Large Investor Risk. Please see the Disclosure Memorandum for additional information about the Fund's risks.
VT Vantagepoint Milestone 2050 Fund Morningstar Category†‡: Target-Date 2050	<ul> <li>Objective: High total return consistent with the fund's current asset allocation.</li> <li>Strategy: The Fund invests substantially all of its assets in a single underlying VT III Vantagepoint Fund, which invests in a combination of other VT III Vantagepoint Funds. The underlying fund uses an asset allocation strategy designed for investors who expect to begin making withdrawals from their investment, typically at or after retirement (assumed to occur at age 60), in or around the year stated in the Fund's name. As time elapses, the underlying fund's allocation to equity and multi-strategy investments decreases and its allocation to fixed income investments increases such that the asset allocation becomes more conservative over time until it reaches a final constant asset allocation approximately ten years after the year in its name. The underlying fund invests in a combination of equity, fixed income, and multi-strategy investments that its investment adviser believes to be appropriate.</li> <li>Principal Risks: Asset Allocation Risk, Fund of Funds Risk, Stock Market Risk, Foreign Securities Risk, Emerging Markets Securities Risk, High Yield Securities Risk, Small-Cap Securities Risk, Mid-Cap Securities Risk, Equity Income/Interest Rate Risk, Interest Rate Risk, Credit Risk, Asset-Backed Securities Risk, Convertible Securities Risk, Indexing Risk, Derivative Instruments Risk, Large Investor Risk. Please see the Disclosure Memorandum for additional information about the Fund's risks.</li> </ul>
<b>VT Vantagepoint Milestone 2055</b> Fund Morningstar Category†‡: Target-Date 2055	<ul> <li>Objective: High total return consistent with the fund's current asset allocation.</li> <li>Strategy: The Fund invests substantially all of its assets in a single underlying VT III Vantagepoint Fund, which invests in a combination of other VT III Vantagepoint Funds. The underlying fund uses an asset allocation strategy designed for investors who expect to begin making withdrawals from their investment, typically at or after retirement (assumed to occur at age 60), in or around the year stated in the Fund's name. As time elapses, the underlying fund's allocation to equity and multi-strategy investments decreases and its allocation to fixed income investments increases such that the asset allocation becomes more conservative over time until it reaches a final constant asset allocation approximately ten years after the year in its name. The underlying fund invests in a combination of equity, fixed income, and multi-strategy investments that its investment adviser believes to be appropriate.</li> <li>Principal Risks: Asset Allocation Risk, Fund of Funds Risk, Stock Market Risk, Foreign Securities Risk, Emerging Markets Securities Risk, High Yield Securities Risk, Small-Cap Securities Risk, Mid-Cap Securities Risk, Equity Income/Interest Rate Risk, Interest Rate Risk, Credit Risk, Asset-Backed Securities Risk, Convertible Securities Risk, Indexing Risk, Derivative Instruments Risk, Large Investor Risk.</li> <li>Please see the Disclosure Memorandum for additional information about the Fund's risks.</li> </ul>

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Fund Name	Investment Objective/Principal Investment Strategy/Principal Risks
VT Vantagepoint Model Portfolio Conservative Growth Fund Morningstar Category† ‡: Allocation-30% to 50% Equity	<ul> <li>Objective: Reasonable current income and capital preservation, with modest potential for capital growth.</li> <li>Strategy: The Fund invests substantially all of its assets in a single underlying VT III Vantagepoint Fund. The underlying fund invests in a combination of other VT III Vantagepoint Funds to seek to obtain exposure to approximately 61% fixed income investments, 30% equity investments, and 9% multi-strategy investments. These asset allocations are referred to as "neutral targets" because they do not reflect decisions that may be made by ICMA-RC, the investment adviser to the underlying fund, to overweight or underweight a particular asset class based on market or operational factors. The neutral targets also do not reflect performance differences between the Fund's asset class allocations that will cause temporary deviations from the neutral targets. The actual asset class allocation of the Fund may vary by as much as five percentage points as a result of ICMA-RC's allocation decisions, performance differences between asset classes of the Fund, or some combination thereof.</li> <li>Principal Risks: Asset Allocation Risk, Fund of Funds Risk, Interest Rate Risk, Credit Risk, Convertible Securities Risk, High Yield Securities Risk, Mortgage-Backed Securities Risk, Asset-Backed Securities Risk, Prepayment and Extension Risk, U.S. Government Agency Securities Risk, Derivative Instruments Risk, Indexing Risk, Large Investor Risk.</li> <li>Please see the Disclosure Memorandum for additional information about the Fund's risks.</li> </ul>
VT Vantagepoint Model Portfolio Traditional Growth Fund Morningstar Category† ‡: Allocation–50% to 70% Equity	Objective:Moderate capital growth and reasonable current income.Strategy:The Fund invests substantially all of its assets in a single underlying VT III Vantagepoint Fund. The underlying fund invests in a combination of other VT III Vantagepoint Funds to seek to obtain exposure to approximately 34% fixed income investments, 54% equity investments, and 12% multi-strategy investments. These asset allocations are referred to as "neutral targets" because they do not reflect decisions that may be made by ICMA-RC, the investment adviser to the underlying fund, to overweight or underweight a particular asset class based on market or operational factors. The neutral targets also do not reflect performance differences between the Fund's asset class allocations that will cause temporary deviations from the neutral targets. The actual asset class allocation of the Fund may vary by as much as five percentage points as a result of ICMA-RC's allocation decisions, performance differences between asset classes of the Fund, or some combination thereof.Principal Risks: Asset Allocation Risk, Fund of Funds Risk, Stock Market Risk, Foreign Securities Risk, Emerging Markets Securities Risk, Small-Cap Securities Risk, Mid-Cap Securities Risk, Mortgage-Backed Securities Risk, Convertible Securities Risk, High Yield Securities Risk, Interest Rate Risk, Credit Risk, Mortgage-Backed Securities Risk, Indexing Risk, Large Investor Risk. Please see the Disclosure Memorandum for additional information about the Fund's risks.
<b>VT Vantagepoint Model Portfolio Long-Term Growth Fund</b> Morningstar Category† ‡: Allocation–70% to 85% Equity	<ul> <li>Objective: High long-term capital growth and modest current income.</li> <li>Strategy: The Fund invests substantially all of its assets in a single underlying VT III Vantagepoint Fund. The underlying fund invests in a combination of other VT III Vantagepoint Funds to seek to obtain exposure to approximately 15% fixed income investments, 72% equity investments, and 13% multi-strategy investments. These asset allocations are referred to as "neutral targets" because they do not reflect decisions that may be made by ICMA-RC, the investment adviser to the underlying fund, to overweight or underweight a particular asset class based on market or operational factors. The neutral targets also do not reflect performance differences between the Fund's asset class allocations that will cause temporary deviations from the neutral targets. The actual asset class allocation of the Fund may vary by as much as five percentage points as a result of ICMA-RC's allocation decisions, performance differences between asset classes of the Fund, or some combination thereof.</li> <li>Principal Risks: Asset Allocation Risk, Fund of Funds Risk, Stock Market Risk, Foreign Securities Risk, Emerging Markets Securities Risk, Small-Cap Securities Risk, Mortgage-Backed Securities Risk, Asset-Backed Securities Risk, Prepayment and Extension Risk, Derivative Instruments Risk, Indexing Risk, Large Investor Risk.</li> <li>Please see the Disclosure Memorandum for additional information about the Fund's risks.</li> </ul>

Fund Name	Investment Objective/Principal Investment Strategy/Principal Risks
VT Vantagepoint Model Portfolio Global Equity Growth Fund Morningstar Category†‡: World Large Stock	Objective: High long-term capital growth. Strategy: The Fund invests substantially all of its assets in a single underlying VT III Vantagepoint Fund. The underlying fund invests, under normal circumstances, 100% of its net assets in equity funds by investing in a combination of other VT III Vantagepoint Funds whose assets are invested, under normal circumstances, at least 80% in equity securities (common and preferred stock) or instruments that provide equity exposure. The underlying fund expects to have significant exposure to non-U.S. securities. Principal Risks: Asset Allocation Risk, Fund of Funds Risk, Stock Market Risk, Foreign Securities Risk, Emerging Markets Securities Risk, Small-Cap Securities Risk, Mid-Cap Securities Risk, Preferred Stock Risk, Equity Income/Interest Rate Risk, Indexing Risk, Large Investor Risk. Please see the Disclosure Memorandum for additional information about the Fund's risks.
T Rowe Price® Capital Appreciation Fund Morningstar Category† ‡: Allocation–50% to 70% Equity	Objective <sup>†</sup> : The investment seeks long-term capital appreciation. Strategy <sup>†</sup> : The fund normally invests at least 50% of its total assets in stocks and the remaining assets are generally invested in convertible securities, corporate and government debt (including mortgage- and asset-backed securities), and bank loans (which represent an interest in amounts owed by a borrower to a syndicate of lenders) in keeping with the fund's objective. It may also invest up to 25% of its total assets in foreign securities. Principal Risks: Please see the Fund's prospectus or other disclosure documents for information about the Fund's risks.
U.S. Stock	
<b>VT Vantagepoint Equity Income Fund</b> Morningstar Category <sup>†</sup> ‡: Large Value	<ul> <li>Objective: Long-term capital growth with consistency derived from dividend yield.</li> <li>Strategy: The Fund invests substantially all of its assets in a single underlying VT III Vantagepoint Fund. The underlying fund invests, under normal circumstances, at least 80% of its net assets in equity securities. The underlying fund seeks to invest primarily in the common stocks of U.S. companies that its subadvisers believe will pay dividends. As a result of its income focus, certain sectors or industries may be emphasized. The underlying fund may exhibit greater sensitivity to certain economic factors (e.g., changing interest rates) than will the general stock market. It may invest in companies of all sizes, but generally focuses on larger capitalization companies. A portion of the underlying fund invests in (or obtains exposure to) stocks included in a custom version of the Russell 1000® Value Index, following an indexed or passively managed approach to investing.</li> <li>Principal Risks: Stock Market Risk, Preferred Stock Risk, Style Risk, Equity Income/Interest Rate Risk, Small-Cap Securities Risk, Multi-Manager Risk, Large Investor Risk.</li> <li>Please see the Disclosure Memorandum for additional information about the Fund's risks.</li> </ul>
<b>VT MFS® Value Fund</b> Morningstar Category†‡: Large Value	Objective: Capital appreciation Strategy: The Fund invests its assets in the MFS® Value Fund. The underlying fund normally invests its assets primarily in equity securities. Equity securities include common stocks and other securities that represent an ownership interest (or right to acquire an ownership interest) in a company or other issuer. The underlying fund focuses on investing its assets in the stocks of companies its adviser believes are undervalued compared to their perceived worth (value companies). While the underlying fund may invest its assets in companies of any size, it primarily invests in companies with large capitalizations. The underlying fund may invest its assets in foreign securities. The underlying fund normally allocates its investments across different industries and sectors, but it may invest a significant percentage of its assets in issuers in a single or small number of industries or sectors. The underlying fund uses a bottom-up investment approach to buying and selling investments. Investments are selected primarily based on fundamental analysis of individual issuers. Quantitative models that systematically evaluate issuers may also be considered. <b>Principal Risks:</b> Stock Market Risk, Style Risk, Foreign Securities Risk, Liquidity Risk, Management Risk. Please see the Disclosure Memorandum for additional information about the Fund's risks.

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Fund Name	Investment Objective/Principal Investment Strategy/Principal Risks
<b>T Rowe Price® Equity Income Fund</b> Morningstar Category <sup>†</sup> ‡: Large Value	<ul> <li>Objective<sup>†</sup>: The investment seeks a high level of dividend income and long-term capital growth primarily through investments in stocks.</li> <li>Strategy<sup>†</sup>: The fund will normally invest at least 80% of its net assets (including any borrowings for investment purposes) in common stocks, with an emphasis on large-capitalization stocks that have a strong track record of paying dividends or that are believed to be undervalued. The adviser generally seeks investments in large-capitalization companies and the fund's yield, which reflects the level of dividends paid by the fund, is expected to normally exceed the yield of the S&amp;P 500 Stock Index.</li> <li>Principal Risks: Please see the Fund's prospectus or other disclosure documents for information about the Fund's risks.</li> </ul>
<b>VT Vantagepoint 500 Stock Index Fund</b> Morningstar Category <sup>†</sup> ‡: Large Blend	Objective: Long-term capital growth by approximating the performance of the S&P 500 Index. Strategy: The Fund invests substantially all of its assets in a single underlying VT III Vantagepoint Fund. The underlying fund invests, under normal circumstances, at least 90% of its net assets in stocks included in the S&P 500 Index, weighted to seek to replicate the investment characteristics of the S&P 500 Index and performance that correlates with that of the index. The underlying fund follows an indexed or "passively managed" approach to investing. Principal Risks: Stock Market Risk, Indexing Risk, Large Investor Risk. Please see the Disclosure Memorandum for additional information about the Fund's risks.
American Funds Fundamental Investors Morningstar Category†‡: Large Blend	Objective <sup>†</sup> : The investment seeks long-term growth of capital and income. Strategy <sup>†</sup> : The fund invests primarily in common stocks of companies that appear to offer superior opportunities for capital growth and most of which have a history of paying dividends. It may invest significantly in securities of issuers domiciled outside the United States. The investment adviser uses a system of multiple portfolio managers in managing the fund's assets. Principal Risks: Please see the Fund's prospectus or other disclosure documents for information about the Fund's risks.
Hartford Capital Appreciation HLS Fund Morningstar Category <sup>†</sup> ‡: Large Blend	<ul> <li>Objective<sup>†</sup>: The investment seeks growth of capital.</li> <li>Strategy<sup>†</sup>: The fund normally invests at least 65% of its net assets in common stocks of small, medium and large companies. It may also invest up to 35% of its net assets in equity securities of foreign issuers and non-dollar securities. The fund may trade securities actively.</li> <li>Principal Risks: Please see the Fund's prospectus or other disclosure documents for information about the Fund's risks.</li> </ul>
<b>VT Contrafund</b> ® Morningstar Category†‡: Large Growth	<b>Objective:</b> Long-term capital appreciation. <b>Strategy:</b> The Fund invests substantially all of its assets in the Fidelity® Contrafund®. The underlying fund normally invests primarily in common stocks and in securities of companies whose value its portfolio managers believe are not fully recognized by the public. It invests in domestic and foreign issuers and also invests in growth or value stocks or both. The underlying fund uses fundamental analysis of factors such as each issuer's financial condition and industry position, as well as market and economic conditions, to select investments and allocates its assets across different market sectors. <b>Principal Risks:</b> Stock Market Risk, Foreign Securities Risk, Issuer Risk. Please see the Disclosure Memorandum for additional information about the Fund's risks.
<b>VT T Rowe Price® Growth Stock Fund</b> Morningstar Category <sup>†</sup> ‡: Large Growth	<b>Objective:</b> Long-term capital growth through investment in stocks. <b>Strategy:</b> The Fund invests substantially all of its assets in the T. Rowe Price® Growth Stock Fund. The underlying fund will normally invest at least 80% of its net assets (including any borrowings for investment purposes) in the common stocks of a diversified group of growth companies. While it may invest in companies of any market capitalization, the underlying fund generally seeks investments in stocks of large capitalization companies. While most of its assets will typically be invested in U.S. common stocks, the underlying fund may invest in foreign stocks in keeping with its objectives. It may at times invest significantly in technology stocks. <b>Principal Risks:</b> Stock Market Risk, Management Risk, Emerging Markets Securities Risk, Style Risk, Large-Cap Securities Risk, Focused Investment Risk, Foreign Securities Risk. Please see the Disclosure Memorandum for additional information about the Fund's risks.

Fund Name	Investment Objective/Principal Investment Strategy/Principal Risks
<b>T Rowe Price® Blue Chip Growth Fund</b> Morningstar Category <sup>†</sup> ‡: Large Growth	<ul> <li>Objective<sup>†</sup>: The investment seeks long-term capital growth; income is a secondary objective.</li> <li>Strategy<sup>†</sup>: The fund will normally invest at least 80% of its net assets (including any borrowings for investment purposes) in the common stocks of large and medium-sized blue chip growth companies. It focuses on companies with leading market positions, seasoned management, and strong financial fundamentals. The fund may sell securities for a variety of reasons, such as to secure gains, limit losses, or redeploy assets into more promising opportunities.</li> <li>Principal Risks: Please see the Fund's prospectus or other disclosure documents for information about the Fund's risks.</li> </ul>
VT Victory Sycamore Established Value Fund Morningstar Category† ‡: Mid-Cap Value	<ul> <li>Objective: Long-term capital growth by investing primarily in common stocks.</li> <li>Strategy: The Fund invests substantially all of its assets in the Victory Sycamore Established Value Fund. The underlying fund invests, under normal circumstances, at least 80% of its net assets (plus borrowings made for investment purposes) in equity securities of companies with market capitalizations, at the time of purchase, within the range of companies comprising the Russell MidCap® Value Index. The underlying fund may invest a portion of its assets in equity securities of foreign companies traded on U.S. exchanges, including American and Global Depositary Receipts (ADRs and GDRs). Its adviser invests in companies that it believes to be high quality based on criteria such as market share position, profitability, balance sheet strength, competitive advantages, management competence and the ability to generate excess cash flow.</li> <li>Principal Risks: Stock Market Risk, Style Risk, Mid-Cap Securities Risk, Management Risk, Foreign Securities Risk.</li> <li>Please see the Disclosure Memorandum for additional information about the Fund's risks.</li> </ul>
T Rowe Price® Mid-Cap Growth Fund Morningstar Category†‡: Mid-Cap Growth	<b>Objective</b> <sup>†</sup> : The investment seeks long-term capital appreciation. <b>Strategy</b> <sup>†</sup> : The fund normally invests at least 80% of net assets (including any borrowings for investment purposes) in a diversified portfolio of common stocks of mid-cap companies whose earnings T. Rowe Price expects to grow at a faster rate than the average company. The advisor defines mid-cap companies as those whose market capitalization falls within the range of either the S&P MidCap 400 Index or the Russell Midcap Growth Index. While most assets will typically be invested in U.S. common stocks, the fund may invest in foreign stocks in keeping with the fund's objectives. <b>Principal Risks:</b> Please see the Fund's prospectus or other disclosure documents for information about the Fund's risks.
VT AMG TimesSquare Mid Cap Growth Fund Morningstar Category† ‡: Mid-Cap Growth	<ul> <li>Objective: Long-term capital appreciation.</li> <li>Strategy: The Fund invests substantially all of its assets in the AMG TimesSquare MidCap Growth Fund. The underlying fund, under normal circumstances, invests at least 80% of its net assets, plus the amount of any borrowings for investment purposes, in common and preferred stocks of U.S. mid-capitalization companies. Its portfolio managers consider the term "mid-capitalization companies" to refer to companies that, at the time of purchase, are within the range of capitalizations of companies in the Russell Midcap® Growth Index.</li> <li>Principal Risks: Stock Market Risk, Style Risk, Management Risk, Focused Investment Risk, Mid-Cap Securities Risk.</li> <li>Please see the Disclosure Memorandum for additional information about the Fund's risks.</li> </ul>
<b>VT Carillon Eagle Mid Cap Growth Fund</b> Morningstar Category <sup>†</sup> ‡: Mid-Cap Growth	<b>Objective:</b> Long-term capital appreciation <b>Strategy:</b> The Fund invests its assets in the Carillon Eagle Mid Cap Growth Fund. The underlying fund, during normal market conditions, seeks to achieve its objective by investing at least 80% of its net assets (plus the amount of any borrowings for investment purposes) in the equity securities of mid-capitalization companies. The underlying fund's portfolio managers consider mid-capitalization companies to be those companies that, at the time of initial purchase, have market capitalizations greater than \$1 billion and equal to or less than the largest company in the Russell Midcap® Growth Index during the most recent 12-month period. The underlying fund will invest primarily in the equity securities of companies that the portfolio managers believe have the potential for above-average earnings or sales growth, reasonable valuations and acceptable debt levels. Such stocks can typically have high price-to-earnings ratios. Equity securities include common and preferred stock, warrants or rights exercisable into common or preferred stock and high-quality convertible securities. The portfolio managers generally do not emphasize investment in any particular investment sector or industry. The underlying fund will generally sell when the stock has met the portfolio managers' target price, the investment is no longer valid, a better investment opportunity has arisen or if the investment reaches a value more than 5% of the fund's net assets. <b>Principal Risks:</b> Stock Market Risk, Preferred Stock Risk, Convertible Securities Risk, Mid-Cap Securities Risk, Small-Cap Securities Risk. Please see the Disclosure Memorandum for additional information about the Fund's risks.

Fund Name	Investment Objective/Principal Investment Strategy/Principal Risks
<b>VT LSV Small Cap Value Fund</b> Morningstar Category <sup>†</sup> ‡: Small Value	<b>Objective:</b> Long-term growth of capital <b>Strategy:</b> The Fund invests its assets in the LSV Small Cap Value Fund. Under normal circumstances, the underlying fund invests at least 80% of its net assets, plus any borrowings for investment purposes, in equity securities of small-capitalization companies. For purposes of this policy, a small-capitalization company is a company with a market capitalization of less than \$2.5 billion, or the highest market capitalization in the Russell 2000 <sup>®</sup> Value Index, whichever is greater, at the time of initial purchase. The underlying fund may also invest, to a lesser extent, in equity securities of companies with larger market capitalizations. The equity securities in which the Fund invests are mainly common stocks. In selecting securities for the underlying fund, its adviser focuses on companies whose securities, in the adviser's opinion, are out-of-favor (undervalued) in the marketplace at the time of purchase in light of factors such as the company's earnings, book value, revenues or cash flow, but show signs of recent improvement. Its adviser believes that these out-of-favor securities will produce superior future returns if their future growth exceeds the market's low expectations. Its adviser uses a quantitative investment model to make investment decisions for the underlying fund. The investment model ranks securities based on fundamental measures of value (such as the price-to-earnings ratio) and indicators of near-term appreciation potential (such as recent price appreciation). The investment model selects stocks to buy from the higher-ranked stocks and selects stocks to sell from those whose rankings have decreased, subject to overall risk controls. <b>Principal Risks:</b> Stock Market Risk, Small-Cap Securities Risk, Style Risk. Please see the Disclosure Memorandum for additional information about the Fund's risks.
T Rowe Price® Small-Cap Value	
Fund Morningstar Category <sup>†</sup> <sup>‡</sup> : Small Blend	<ul> <li>Objective<sup>†</sup>: The investment seeks long-term capital growth.</li> <li>Strategy<sup>†</sup>: The fund will invest at least 80% of its net assets (including any borrowings for investment purposes) in companies with a market capitalization that is within or below the range of companies in the Russell 2000 Index. It may invest in foreign stocks in keeping with the fund's objectives. The fund may sell securities for a variety of reasons, such as to secure gains, limit losses, or redeploy assets into more promising opportunities.</li> <li>Principal Risks: Please see the Fund's prospectus or other disclosure documents for information about the Fund's risks.</li> </ul>
Invesco Small Cap Growth Fund	<b>Objective</b> <sup>†</sup> : The investment seeks long-term growth of capital.
Morningstar Category†‡: Small Growth	Strategy <sup>†</sup> : The fund invests, under normal circumstances, at least 80% of its net assets (plus any borrowings for investment purposes) in securities of small-capitalization issuers. It invests primarily in equity securities. The principal type of equity security in which the fund invests is common stock. The fund's manager considers an issuer to be a small-capitalization issuer if it has a market capitalization, at the time of purchase, no larger than the largest capitalized issuer included in the Russell 2000" Index. Principal Risks: Please see the Fund's prospectus or other disclosure documents for information about the Fund's risks.
International/Global Stoc	ĸ
American Funds New Perspective	<b>Objective<sup>†</sup>:</b> The investment seeks long-term growth of capital; future income is a secondary objective.
Fund Morningstar Category†‡: World Large Stock	Strategy <sup>†</sup> : The fund seeks to take advantage of investment opportunities generated by changes in international trade patterns and economic and political relationships by investing in common stocks of companies located around the world. In pursuing its primary investment objective, it invests primarily in common stocks that the investment adviser believes have the potential for growth. In pursuing its secondary objective, the fund invests in common stocks of companies with the potential to pay dividends in the future. <b>Principal Risks:</b> Please see the Fund's prospectus or other disclosure documents for information about the Fund's risks.
<b>VT Vantagepoint Overseas Equity Index Fund</b> Morningstar Category <sup>†</sup> <sup>‡</sup> : Foreign Large Blend	<ul> <li>Objective: Long-term capital growth and diversification by approximating the performance of the MSCI Europe Australasia Far East (EAFE) Index (Net).</li> <li>Strategy: The Fund invests substantially all of its assets in a single underlying VT III Vantagepoint Fund. The underlying fund invests, under normal circumstances, at least 90% of its net assets in a portfolio of the equity securities (common and preferred stock) in the MSCI Europe Australasia Far East (EAFE) Index (Net), weighted to seek to replicate the investment characteristics of that index and performance that correlates with that of the index. The underlying fund follows an indexed or "passively managed" approach to investing.</li> <li>Principal Risks: Stock Market Risk, Foreign Securities Risk, Mid-Cap Securities Risk, Foreign Currency Risk, Indexing Risk, Large Investor Risk.</li> <li>Please see the Disclosure Memorandum for additional information about the Fund's risks.</li> </ul>

Fund Name	Investment Objective/Principal Investment Strategy/Principal Risks
VT Diversified International Fund	Objective: Capital growth.
Morningstar Category†‡: Foreign Large Growth	<b>Strategy:</b> The Fund invests substantially all of its assets in the Fidelity® Diversified International Fund. The underlying fund normally invests primarily in non-U.S. securities and common stocks. It allocates its investments across different countries and regions. It uses fundamental analysis of factors such as each issuer's financial condition and industry position, as well as market and economic conditions, to select investments.
	Principal Risks: Stock Market Risk, Foreign Securities Risk, Issuer Risk.
	Please see the Disclosure Memorandum for additional information about the Fund's risks.
VT Vantagepoint Emerging Markets Fund	<ul> <li>Objective: To invest in a diversified portfolio of emerging market equity securities, with a focus on generating long-term capital growth.</li> <li>Strategy: The Fund invests substantially all of its assets in the VT III Vantagepoint Emerging Markets Fund. The underlying fund seeks to invest primarily in equity securities of companies located in emerging market countries. Under normal circumstances, the underlying fund invests at least 75% of its net assets in emerging market equity securities. Strategies employed by the underlying fund's subadvisers include investing in equity securities believed to offer the opportunity for capital appreciation within the large-, mid- and small-capitalization ranges of emerging markets. The underlying fund also may invest in, or otherwise utilize, derivative instruments, fixed income securities, convertible securities and other equity securities that are determined to complement and support the underlying fund's investment objective.</li> <li>Principal Risks: Stock Market Risk, Foreign Securities Risk, Emerging Markets Securities Risk, Foreign Currency Risk, Small-Cap Securities Risk, Mid-Cap Securities Risk, Derivative Instruments Risk, Indexing Risk, Multi-Manager Risk, Large Investor Risk.</li> </ul>
	Please see the Disclosure Memorandum for additional information about the Fund's risks.
Oppenheimer Developing Markets Fund Morningstar Category <sup>†</sup> ‡: Diversified Emerging Mkts	<b>Objective</b> <sup>†</sup> : The investment seeks capital appreciation. <b>Strategy</b> <sup>†</sup> : The fund mainly invests in common stocks of issuers in developing and emerging markets throughout the world and at times it may invest up to 100% of its total assets in foreign securities. Under normal market conditions, it will invest at least 80% of its net assets, plus borrowings for investment purposes, in equity securities of issuers whose principal activities are in a developing market, i.e. are in a developing market or are economically tied to a developing market country. The fund will invest in at least three developing markets.
C	<b>Principal Risks:</b> Please see the Fund's prospectus or other disclosure documents for information about the Fund's risks.
Specialty	
<b>VT Nuveen Real Estate Securities</b> <b>Fund</b> Morningstar Category <sup>†</sup> <sup>‡</sup> : Real Estate	<b>Objective:</b> Above-average current income and long-term capital appreciation. <b>Strategy:</b> The Fund invests substantially all of its assets in the Nuveen Real Estate Securities Fund. The underlying fund, under normal market conditions, invests at least 80% of the sum of its net assets and the amount of any borrowings for investment purposes, in income-producing common stocks of publicly traded companies engaged in the real estate industry. These companies derive at least 50% of their revenues or profits from the ownership, construction, management, financing, or sale of real estate or have at least 50% of the fair market value of their assets invested in real estate. A majority of its total assets will be invested in real estate investment trusts ("REITs"). REITs are publicly traded corporations or trusts that invest in mortgage and hybrid REITs. The underlying fund expects to emphasize investments in equity REITs, although it may invest in mortgage and hybrid REITs. The underlying fund may invest up to 15% of its total assets in non-dollar denominated equity securities of non-U.S. issuers. In addition, it may invest up to 25% of its assets, collectively, in non-dollar denominated equity securities of non-U.S. issuers and in dollar denominated equity securities of non-U.S. issuers that are either listed on a U.S. stock exchange or represented by depositary receipts that may or may not be sponsored by a domestic bank. Up to 15% of its total assets may be invested in equity securities of emerging market issuers. The underlying fund also may utilize multiple types of derivatives.
	<b>Principal Risks:</b> Stock Market Risk, REITs Risk, Small-Cap Securities Risk, Foreign Securities Risk, Emerging Markets Securities Risk, Foreign Currency Risk, Interest Rate Risk, Credit Risk, Derivative Instruments Risk. Please see the Disclosure Memorandum for additional information about the Fund's risks.

### VT PLUS Fund

### **Objective**

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The PLUS Fund's investment objective is to seek to offer a competitive level of income consistent with providing capital preservation and meeting liquidity needs. Key goals are to seek to preserve capital, by limiting the risk of loss of principal and delivering stable returns, and to meet the liquidity needs of those who invest in the PLUS Fund.

### **Principal Investment Strategies**

The PLUS Fund seeks to maintain a stable net asset value. It invests primarily in a diversified portfolio of stable-value investments, including traditional guaranteed investment contracts (traditional "GICs"), separate account GICs, synthetic GICs backed by fixed income securities or investments, and cash and cash equivalents including, short-term investment funds, and money market funds.

### **Principal Investment Risks**

Different risks are associated with the different types of stable value investment contracts in which the PLUS Fund invests. Generally, stable value investment contracts are illiquid and may not be assigned, transferred or sold to someone else without the permission of the issuing insurance company or bank. These contracts often include non-standard negotiated terms and do not trade in a secondary market.

Additional risks of investing in the PLUS Fund include, but are not limited to: failure of the issuers of GICs, BICs, Separate Account GICs, or Synthetic GICs to meet their obligations to the PLUS Fund; failure of ICMA-RC to meet its objectives or obligations, as investment adviser for the PLUS Fund; default or downgrade of the fixed income assets that back Separate Account GICs and Synthetic GICs; failure of the third-party fixed income managers of the portfolios underlying the Separate Account GICs and Synthetic GICs to meet their investment objectives or their obligations to the PLUS Fund; loss of value or failure to redeem shares or allow withdrawals on a timely basis by one or more of the commingled investment vehicles in which the PLUS Fund invests, which may include short-term investment funds or other mutual funds.

There is no guarantee that the Fund will achieve its investment objective. You may lose money by investing in the Fund. The Fund's principal investment risks include: Interest Rate Risk, Credit Risk, Issuer Risk, Liquidity Risk, Reinvestment Risk, Call Risk, Mortgage-Backed Securities Risk, Asset-Backed Securities Risk, Securities Lending Risk, Derivative Instruments Risk, Large Investor Risk. Please see the Risk Glossary for additional information about the Fund's risks.

Please note that there are transfer restrictions that apply to the PLUS Fund.

### Management

Investment professionals from ICMA Retirement Corporation (ICMA-RC) serve as the portfolio management team for the PLUS Fund. This team is responsible for the investment and reinvestment of PLUS Fund assets and also conducts the day-to-day management of the Fund.

### VT Retirement IncomeAdvantage Fund

### Objective

To seek both moderate capital growth and current income while providing a guaranteed lifetime income feature that protects retirement income against market downturns.

### **Principal Investment Strategies**

The Fund invests in a Separate Account under a group variable annuity issued by Prudential Retirement Insurance and Annuity Company ("Prudential"), Hartford Connecticut. The Separate Account invests in a mix of registered funds and a collective trust with an allocation of approximately 60% equities (both domestic and foreign) and 40% fixed income. ICMA-RC is responsible for managing

the assets of the Separate Account. The Separate Account's target allocation for the underlying funds is as follows:

• Equity Funds—VT II Vantagepoint Broad Market Index Fund has a target allocation of 25%, VT II Vantagepoint Growth & Income Fund has a target allocation of 20%, and VT II Vantagepoint International Fund has a target allocation of 15%.

• Fixed Income Funds—Prudential Core Conservative Intermediate Bond Fund has a target allocation of 30% and VT II Vantagepoint Inflation Focused Fund has a target allocation of 10%.

### Guarantee Fee

In exchange for an annual guarantee fee of from 1.00% to a maximum of 1.50%, Prudential provides downside income protection and lifetime income guarantees. These guarantees are based on the claims-paying ability of Prudential and are subject to certain limitations, terms and conditions. Excess withdrawals will proportionately reduce and potentially terminate future payment guarantees. For additional information regarding these guarantees and the underlying assumptions attributable to these guarantees and the terms and conditions, please see the VT Retirement IncomeAdvantage Fund Important Considerations document, which is available online or by contacting Investor Services at 800-669-7400.

### **Principal Investment Risks**

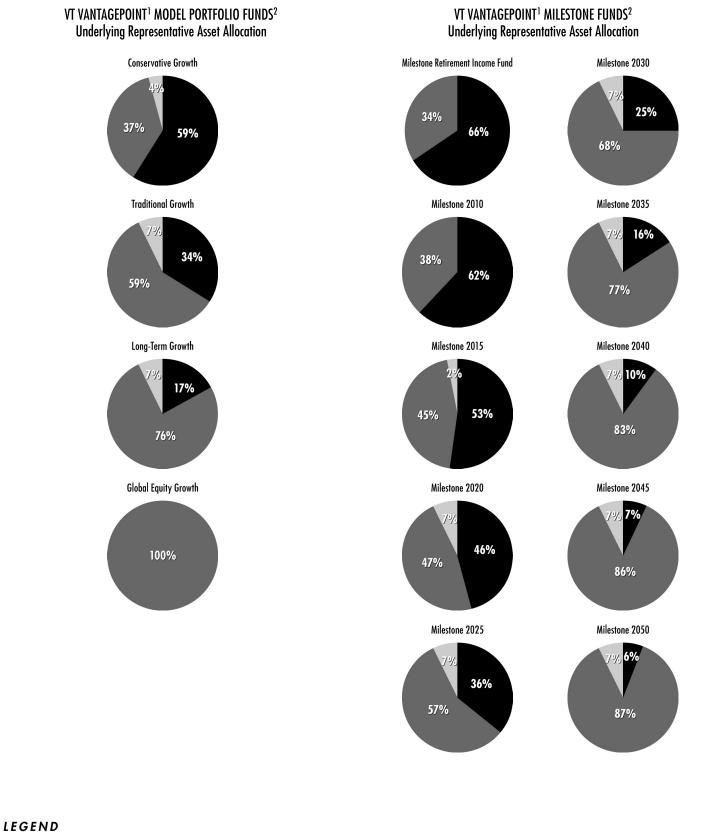
The guarantees are based on the claims-paying ability of Prudential and are subject to certain limitations, terms, and conditions. Like all variable investments, the fund can lose value. The risks associated with the underlying funds of the Separate Account include, among others, stock market risk, mid-cap securities risk, foreign securities risk, interest rate risk, credit risk, U.S. Government agency securities risk, mortgage-backed securities risk, asset-backed securities risk, convertible securities risk, high yield securities risk, and derivative instruments risk. Please see the Risk Glossary for additional information about the Fund's risks.

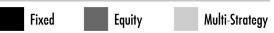
### Management

Both the Fund and the Separate Account are managed by ICMA-RC.

The investment adviser to the underlying VT II Vantagepoint Funds is ICMA-RC.

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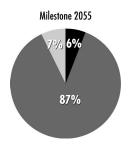


<sup>1</sup> The VT Vantagepoint Funds invest solely in the shares of a single designated VT III Vantagepoint Fund.

<sup>2</sup> The fund is not a complete solution for all of your retirement savings needs. An investment in the fund includes the risk of loss, including near, at or after the target date of the fund. There is no guarantee that the fund will provide adequate income at and through an investor's retirement. Selecting the fund does not guarantee that you will have adequate savings for retirement.

Print date: 02/06/2018

### VT VANTAGEPOINT<sup>1</sup> MILESTONE FUNDS<sup>2</sup> Underlying Representative Asset Allocation



LEGEND

Fixed Equity Multi-Strategy

<sup>1</sup> The VT Vantagepoint Funds invest solely in the shares of a single designated VT III Vantagepoint Fund.

<sup>2</sup> The fund is not a complete solution for all of your retirement savings needs. An investment in the fund includes the risk of loss, including near, at or after the target date of the fund. There is no guarantee that the fund will provide adequate income at and through an investor's retirement. Selecting the fund does not guarantee that you will have adequate savings for retirement.

Print date: 02/06/2018

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### Additional Information About VT III Vantagepoint Model Portfolio Funds

The VT III Vantagepoint Model Portfolio Funds ("Model Portfolio Funds") are target risk funds. Each of the Model Portfolio Funds is a "fund of funds" that invests substantially all of its assets in other VT III Vantagepoint Funds and one or more third-party ETFs, generally in certain allocations determined by the fund's investment adviser. By investing in this way, each Model Portfolio Fund is exposed to the risks as well as the potential rewards of its underlying funds and of the portfolio holdings and strategies of those funds.

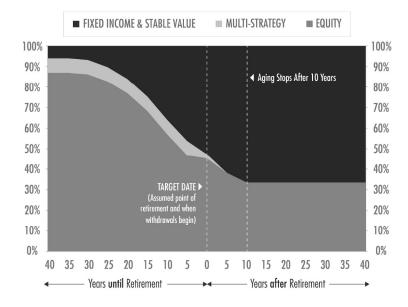
### Additional Information About VT III Vantagepoint Milestone Funds

The VT III Vantagepoint Milestone Funds ("Milestone Funds") are target date funds. Each of the Milestone Funds is a "fund of funds" that invests substantially all of its assets in other VT III Vantagepoint Funds and one or more third-party ETFs, generally in certain allocations determined by the fund's investment adviser. By investing in this way, each Milestone Fund is exposed to the risks as well as the potential rewards of its underlying funds and of the portfolio holdings and strategies of those funds.

Over time, the investment adviser will adjust each "dated" Milestone Fund's targeted allocations to its underlying funds, to gradually reduce the fund's exposure to equity investments as the fund's "target date" (the year in its name) approaches and continuing for about 10 years after that date. At that time, the fund will reach its "landing point" and its targeted allocations will be become constant.

The goal of changing the asset allocation targets is to seek to reduce each "dated" Milestone Fund's investment risk over time, as its investors move toward and into their retirement and begin making gradual withdrawals from the fund. However, there is no guarantee that this goal will be achieved and investors may lose money by investing in the Milestone Funds.

The sequence of asset allocation changes that the dated Milestone Funds are expected to follow is known as the "glide path" and is illustrated in the chart below.



### VT III VANTAGEPOINT MODEL PORTFOLIO FUNDS

#### MODEL PORTFOLIO CONSERVATIVE GROWTH FUND FIXED INCOME FUNDS: VT III Vantagepoint Low Duration Bond Fund VT III Vantagepoint Core Bond Index Fund VT III Vantagepoint Inflation Focused Fund VT III Vantagepoint High Yield Fund EQUITY FUNDS: VT III Vantagepoint Equity Income Fund VT III Vantagepoint Growth & Income Fund VT III Vantagepoint Growth Fund VT III Vantagepoint Select Value Fund VT III Vantagepoint Aggressive Opportunities Fund VT III Vantagepoint Discovery Fund VT III Vantagepoint International Fund VT III Vantagepoint Emerging Markets Fund MULTI-STRATEGY FUNDS: VT III Vantagepoint Diversifying Strategies Fund MODEL PORTFOLIO TRADITIONAL GROWTH FUND FIXED INCOME FUNDS VT III Vantagepoint Low Duration Bond Fund VT III Vantagepoint Core Bond Index Fund VT III Vantagepoint Inflation Focused Fund VT III Vantagepoint High Yield Fund EQUITY FUNDS VT III Vantagepoint Equity Income Fund VT III Vantagepoint Growth & Income Fund VT III Vantagepoint Growth Fund VT III Vantagepoint Select Value Fund VT III Vantagepoint Aggressive Opportunities Fund VT III Vantagepoint Discovery Fund VT III Vantagepoint International Fund VT III Vantagepoint Emerging Markets Fund MULTI-STRATEGY FUNDS: VT III Vantagepoint Diversifying Strategies Fund

#### MODEL PORTFOLIO LONG TERM GROWTH FUND FIXED INCOME FUNDS: VT III Vantagepoint Core Bond Index Fund VT III Vantagepoint High Yield Fund EQUITY FUNDS VT III Vantagepoint Equity Income Fund VT III Vantagepoint Growth & Income Fund VT III Vantagepoint Growth Fund VT III Vantagepoint Select Value Fund VT III Vantagepoint Aggressive Opportunities Fund VT III Vantagepoint Discovery Fund VT III Vantagepoint International Fund VT III Vantagepoint Emerging Markets Fund MULTI-STRATEGY FUNDS: VT III Vantagepoint Diversifying Strategies Fund MODEL PORTFOLIO GLOBAL EQUITY GROWTH FUND EQUITY FUNDS VT III Vantagepoint Equity Income Fund VT III Vantagepoint Growth & Income Fund VT III Vantagepoint Growth Fund VT III Vantagepoint Select Value Fund VT III Vantagepoint Aggressive Opportunities Fund VT III Vantagepoint Discovery Fund VT III Vantagepoint International Fund VT III Vantagepoint Overseas Equity Index Fund VT III Vantagepoint Emerging Markets Fund

### **VT III VANTAGEPOINT MILESTONE FUNDS**

#### MILESTONE RETIREMENT INCOME FUND

FIXED INCOME FUNDS: VT III Vantagepoint Low Duration Bond Fund VT III Vantagepoint Core Bond Index Fund VT III Vantagepoint Inflation Focused Fund VT III Vantagepoint High Yield Fund EQUITY FUNDS: VT III Vantagepoint Equity Income Fund VT III Vantagepoint Growth & Income Fund VT III Vantagepoint Growth Fund VT III Vantagepoint Select Value Fund VT III Vantagepoint Mid/Small Company Index Fund VT III Vantagepoint Aggressive Opportunities Fund VT III Vantagepoint Discovery Fund VT III Vantagepoint International Fund VT III Vantagepoint Emerging Markets Fund MULTI-STRATEGY FUNDS VT III Vantagepoint Diversifying Strategies Fund

#### **MILESTONE 2010 FUND**

FIXED INCOME FUNDS VT III Vantagepoint Low Duration Bond Fund VT III Vantagepoint Core Bond Index Fund VT III Vantagepoint Inflation Focused Fund VT III Vantagepoint High Yield Fund EQUITY FUNDS: VT III Vantagepoint Equity Income Fund VT III Vantagepoint Growth & Income Fund VT III Vantagepoint Growth Fund VT III Vantagepoint Select Value Fund VT III Vantagepoint Mid/Small Company Index Fund VT III Vantagepoint Aggressive Opportunities Fund VT III Vantagepoint Discovery Fund VT III Vantagepoint International Fund VT III Vantagepoint Emerging Markets Fund MULTI-STRATEGY FUNDS: VT III Vantagepoint Diversifying Strategies Fund **MILESTONE 2015 FUND** FIXED INCOME FUNDS VT III Vantagepoint Low Duration Bond Fund VT III Vantagepoint Core Bond Index Fund VT III Vantagepoint Inflation Focused Fund VT III Vantagepoint High Yield Fund EQUITY FUNDS: VT III Vantagepoint Equity Income Fund VT III Vantagepoint Growth & Income Fund VT III Vantagepoint Growth Fund VT III Vantagepoint Select Value Fund VT III Vantagepoint Mid/Small Company Index Fund VT III Vantagepoint Aggressive Opportunities Fund VT III Vantagepoint Discovery Fund VT III Vantagepoint International Fund VT III Vantagepoint Emerging Markets Fund

MULTI-STRATEGY FUNDS

VT III Vantagepoint Diversifying Strategies Fund

#### **MILESTONE 2020 FUND**

FIXED INCOME FUNDS: VT III Vantagepoint Low Duration Bond Fund VT III Vantagepoint Core Bond Index Fund VT III Vantagepoint Inflation Focused Fund VT III Vantagepoint High Yield Fund EQUITY FUNDS VT III Vantagepoint Equity Income Fund VT III Vantagepoint Growth & Income Fund VT III Vantagepoint Growth Fund VT III Vantagepoint Select Value Fund VT III Vantagepoint Mid/Small Company Index Fund VT III Vantagepoint Aggressive Opportunities Fund VT III Vantagepoint Discovery Fund VT III Vantagepoint International Fund VT III Vantagepoint Emerging Markets Fund MULTI-STRATEGY FUNDS: VT III Vantagepoint Diversifying Strategies Fund

#### **MILESTONE 2025 FUND**

FIXED INCOME FUNDS: VT III Vantagepoint Low Duration Bond Fund VT III Vantagepoint Core Bond Index Fund VT III Vantagepoint Inflation Focused Fund VT III Vantagepoint High Yield Fund EQUITY FUNDS VT III Vantagepoint Equity Income Fund VT III Vantagepoint Growth & Income Fund VT III Vantagepoint Growth Fund VT III Vantagepoint Select Value Fund VT III Vantagepoint Mid/Small Company Index Fund VT III Vantagepoint Aggressive Opportunities Fund VT III Vantagepoint Discovery Fund VT III Vantagepoint International Fund VT III Vantagepoint Emerging Markets Fund MULTI-STRATEGY FUNDS:

VT III Vantagepoint Diversifying Strategies Fund

### **MILESTONE 2030 FUND**

FIXED INCOME FUNDS VT III Vantagepoint Low Duration Bond Fund VT III Vantagepoint Core Bond Index Fund VT III Vantagepoint Inflation Focused Fund VT III Vantagepoint High Yield Fund EQUITY FUNDS VT III Vantagepoint Equity Income Fund VT III Vantagepoint Growth & Income Fund VT III Vantagepoint Growth Fund VT III Vantagepoint Select Value Fund VT III Vantagepoint Mid/Small Company Index Fund VT III Vantagepoint Aggressive Opportunities Fund VT III Vantagepoint Discovery Fund VT III Vantagepoint International Fund VT III Vantagepoint Emerging Markets Fund MULTI-STRATEGY FUNDS: VT III Vantagepoint Diversifying Strategies Fund

#### **MILESTONE 2035 FUND**

FIXED INCOME FUNDS:

- VT III Vantagepoint Low Duration Bond Fund VT III Vantagepoint Core Bond Index Fund VT III Vantagepoint Inflation Focused Fund VT III Vantagepoint High Yield Fund EQUITY FUNDS: VT III Vantagepoint Equity Income Fund
- VT III Vantagepoint Growth & Income Fund VT III Vantagepoint Growth Fund VT III Vantagepoint Select Value Fund VT III Vantagepoint Mid/Small Company Index Fund VT III Vantagepoint Aggressive Opportunities Fund VT III Vantagepoint Discovery Fund VT III Vantagepoint International Fund

VT III Vantagepoint Emerging Markets Fund MULTI-STRATEGY FUNDS:

VT III Vantagepoint Diversifying Strategies Fund

#### **MILESTONE 2040 FUND**

FIXED INCOME FUNDS VT III Vantagepoint Core Bond Index Fund

VT III Vantagepoint High Yield Fund

EQUITY FUNDS:

VT III Vantagepoint Equity Income Fund VT III Vantagepoint Growth & Income Fund VT III Vantagepoint Growth Fund

VT III Vantagepoint Select Value Fund VT III Vantagepoint Mid/Small Company Index Fund

VT III Vantagepoint Aggressive Opportunities Fund

VT III Vantagepoint Discovery Fund

VT III Vantagepoint International Fund

VT III Vantagepoint Emerging Markets Fund MULTI-STRATEGY FUNDS:

VT III Vantaaepoint Diversifvina Strateaies Fund

#### **MILESTONE 2045 FUND**

FIXED INCOME FUNDS VT III Vantagepoint Core Bond Index Fund VT III Vantagepoint High Yield Fund EQUITY FUNDS: VT III Vantagepoint Equity Income Fund VT III Vantagepoint Growth & Income Fund VT III Vantagepoint Growth Fund VT III Vantagepoint Select Value Fund VT III Vantagepoint Mid/Small Company Index Fund VT III Vantagepoint Aggressive Opportunities Fund VT III Vantagepoint Discovery Fund VT III Vantagepoint International Fund VT III Vantagepoint Emerging Markets Fund MULTI-STRATEGY FUNDS:

VT III Vantagepoint Diversifying Strategies Fund

#### **MILESTONE 2050 FUND**

FIXED INCOME FUNDS VT III Vantagepoint High Yield Fund EQUITY FUNDS: VT III Vantagepoint Equity Income Fund VT III Vantagepoint Growth & Income Fund VT III Vantagepoint Growth Fund VT III Vantagepoint Select Value Fund VT III Vantagepoint Mid/Small Company Index Fund VT III Vantagepoint Aggressive Opportunities Fund VT III Vantagepoint Discovery Fund VT III Vantagepoint International Fund VT III Vantagepoint Emerging Markets Fund MULTI-STRATEGY FUNDS: VT III Vantagepoint Diversifying Strategies Fund

### VT III VANTAGEPOINT MILESTONE FUNDS (continued)

 MILESTONE 2055 FUND

 FIXED INCOME FUNDS:

 VT III Vantagepoint High Yield Fund

 EQUITY FUNDS:

 VT III Vantagepoint Equity Income Fund

 VT III Vantagepoint Growth & Income Fund

 VT III Vantagepoint Growth Fund

 VT III Vantagepoint Select Value Fund

 VT III Vantagepoint Select Value Fund

 VT III Vantagepoint Aggressive Opportunities Fund

 VT III Vantagepoint Discovery Fund

 VT III Vantagepoint International Fund

 VT III Vantagepoint Emerging Markets Fund

 MULTI-STRATEGY FUNDS:

 VT III Vantagepoint Discosfying Strategies Fund

### ICMA-RC ANNUAL SERVICE AND FEE DISCLOSURE

ICMA-RC, a non-profit organization dedicated to serving public sector participants like you since 1972. ICMA-RC is proud to serve as your retirement plan provider.

ICMA-RC has provided industry-leading services to the public sector since 1972 and our sole mission is to help public employees build retirement security. The organization's mission is delivered through our RealizeRetirement<sup>®</sup> approach in which ICMA-RC actively engages participants in their retirement programs, educates them on how to build their asset base toward a stated objective, and provides participants the tools to build a comprehensive retirement plan.

All of ICMA-RC's retirement plan administrative services and educational tools are designed specifically for the public sector. We are focused on delivering the highest level of service, quality and value for our clients.

### **ICMA-RC's Commitment**

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As part of our commitment to you, ICMA-RC provides access to comprehensive retirement plan services including:

- An array of educational seminars and one-on-one consultations provided by salaried ICMA-RC representatives dedicated to helping public employees and retirees meet retirement savings goals.
- Financial planning services provided at little or no cost by salaried ICMA-RC CERTIFIED FINANCIAL PLANNER<sup>™</sup> professionals to help with strategies for preparing and investing for retirement.
- Associates available on our toll-free line.
- Comprehensive online financial information and educational tools and resources.
- Access to a wide range of investment alternatives which may include target-date and/or target-risk funds, stock/bond funds, a stable value fund and a guaranteed lifetime income fund.
- Guided Pathways® Advisory Services, ICMA-RC's comprehensive suite of investment advisory services.

Your retirement plan is a valuable asset, and an important part of your total employee benefits package. By sponsoring a retirement plan, your employer is providing an opportunity for you to reach your financial goals.

### **Annual Service and Disclosure Statement**

The annual service and disclosure statement outlines the cost of services in your plan. The amount you pay for your retirement plan is based on the available services, those you choose to use and the funds in which you invest. While retirement plan fees are important, they are only part of the story. The quality and value of the services you receive will assist you in saving for retirement and should also be considered.

The enclosed disclosure statement shows fees and fund costs. It is informational and requires no action on your part. It simply outlines the costs of the value-added services you receive. The disclosure statement includes:

- **Plan-Related Information:** A schedule of fees that may be deducted from your account, providing a clear view of the cost of services you may choose to use.
- **Performance:** Fund, index benchmark and peer average returns to provide comparative information on the performance of funds made available by your plan.
- Fees and Expenses: A schedule of the expenses of each fund made available by your plan, the annual cost of a \$1,000 investment in each fund, and fund redemption fees/trading restrictions.
- Annuity Information: For plans making the VT Retirement IncomeAdvantage Fund available, additional information regarding the objectives, pricing factors and fees of this fund.

We are dedicated to providing information and education that supports informed decision making and is consistent with the best standards in the retirement plan industry. To find out more about our education and plan administration services, the investment alternatives made available by your plan, as well as fees, please talk to your local ICMA-RC representative or visit us online at <u>www.icmarc.org</u>.

ICMA-RC's services, combined with more than 45 years of experience, bring an extraordinary understanding and dedication to the retirement saving needs of the public sector. Our success is based on delivering the highest level of service, value and quality to our clients and we are committed to assisting you in building your retirement security.



PRINCE GEORGES COUNTY 457 Deferred Compensation Plan Fee and Investment Disclosure December 31, 2017

This disclosure document includes important information to help you understand the fees associated with your plan and to compare the expenses and fees of the investment options made available in your retirement plan. If you have further questions regarding the plan's investment options, would like to view the most recent monthly and quarterly performance, direct your contribution allocations, transfer from one investment option to another, or to request a printed copy of this disclosure you may log on to Account Access at www.icmarc.org or contact us at 800-669-7400.

### I. Plan Related Information

This section discusses fees that may be assessed to your account, either as a participant in the plan or for services made available by the plan that you may choose to use.

GUIDED PATHWAYS	
Fund Advice <sup>1,2,3</sup>	\$20 annual fee
Managed Accounts <sup>1,2,4</sup>	0.40% on first \$100,000 0.35% on next \$100,000 0.25% on next \$300,000 0.00% on All assets over \$500,000
EXPEDITED DISBURSEMENT	
Wire	\$15 per use
FedEx	varies by delivery address
LEGAL	
Domestic Relations Order Processing	\$250 per divorce

Some of the plan's administrative expenses for the preceding quarter were paid from the total operating expenses of one or more of the plan's investment options. The total operating expenses of each investment, which include any amount paid to offset administration, are shown in Section II Investment Related Information.

- 1 Investment advice and analysis tools are offered to participants through ICMA-RC, a federally registered investment adviser. Investment advice is the result of methodologies developed, maintained and overseen by the Independent Financial Expert, Morningstar Investment Management LLC. Morningstar Investment Management LLC is a registered investment advisor and subsidiary of Morningstar, Inc. Morningstar, Inc. and Morningstar Investment LLC are not affiliated with ICMA-RC. All rights reserved. The Morningstar name and logo are registered marks of Morningstar, Inc.
- 2 Underlying mutual fund expenses and plan administration fees still apply. Please consult the applicable Fund Fact Sheet(s) and Funds' Disclosure Memorandum for a description of these fees and expenses.
- 3 The annual Fund Advice fee may be waived for participants who qualify for ICMA-RC's Premier Program.
- 4 Managed Accounts is not suitable for all investors. Please contact our Guided Pathways<sup>®</sup> team or your ICMA-RC Retirement Plan Specialist and fully read the ICMA-RC Guided Pathways<sup>®</sup> Fund Advice and Managed Accounts Investment Advisory Agreement prior to enrolling in Managed Accounts to determine if this service is right for you.

						Since	Inceptior
Investment Option / Benchmark / Peer Group	Type of Option*	1 yr	3 yr	5 yr	10 yr	Inception	Date
STABLE VALUE/CASH MANAGEMENT							
VT PLUS Fund <sup>1,2,3,4</sup>	Stable Value	1.87	1.79	1.84	2.61	-	4/1999
ICE BofAML US 3-Mo. T-Bill Index (Annualized) <sup>a</sup>		0.66	0.32	0.22	0.47		
BOND							
VT Vantagepoint Core Bond Index Fund <sup>1,2,5</sup>	Intermediate-Term Bond	3.30	2.01	1.86	3.76	-	4/1999
Bloomberg Barclays U.S. Agg Bond Index <sup>b,c</sup>		0.07	2.71	2.06	4.27		
VT Western Asset Core Plus Bond Fund <sup>1,2,5</sup>	Intermediate-Term Bond	6.95	_	_	_	3.84	1/201
Bloomberg Barclays U.S. Agg Bond Index <sup>b,c</sup>		0.07	2.71	2.06	4.27		,
Morningstar Intermediate-Term Bond <sup>c,d</sup>		0.83	2.51	2.12	4.26		
VT Vantagepoint Inflation Focused Fund <sup>1,2,5</sup>	Inflation-Protected Bond	2.82	1.78	-0.36	3.09	_	3/199
Bloomberg Barclays U.S. Treasury Inflation-Linked Bond Index <sup>c,e</sup>		-0.73	1.62	0.02	3.90		
Morningstar Inflation-Protected Bond <sup>c,d</sup>		-0.42	1.07	-0.31	3.32		
VT PIMCO High Yield Fund <sup>1,2,5,6</sup>	High Yield Bond	6.74	5.52	5.02	6.56	-	7/200
ICE BofAML US High Yield BB-B Const Index <sup>c,f</sup>		7.91	5.79	6.15	7.25		
Morningstar High Yield Bond <sup>c,d</sup>		7.77	4.17	5.14	6.24		
GUARANTEED LIFETIME INCOME							
VT Retirement IncomeAdvantage Fund <sup>1,2,7</sup>	Guaranteed Income	13.09	5.62	7.17	-	7.64	8/201
Custom Benchmark 9		11.01	6.68	8.27	_		
BALANCED/ASSET ALLOCATION							
VT Vantagepoint Milestone Retirement Income Fund <sup>1,2,8</sup>	Target-Date Retirement	8.76	4.24	4.46	3.91	-	1/200
Bloomberg Barclays U.S. Int Agg Bond Index <sup>c,h</sup>		0.25	2.25	1.75	3.83		
Custom Benchmark <sup>i</sup>		6.42	4.67	5.35	4.76		
Morningstar Target-Date Retirement <sup>c,d</sup>		5.83	3.87	4.22	3.81		
VT Vantagepoint Milestone 2010 Fund <sup>1,2,8</sup>	Target-Date 2000-2010	9.51	4.53	5.70	4.46	_	1/200
Bloomberg Barclays U.S. Int Agg Bond Index <sup>c,h</sup>		0.25	2.25	1.75	3.83		
Custom Benchmark <sup>i</sup>		6.98	5.06	6.64	5.37		
Morningstar Target-Date 2000-2010 <sup>c,d</sup>		7.10	4.66	5.51	3.89		
VT Vantagepoint Milestone 2015 Fund <sup>1,2,8</sup>	Target-Date 2015	10.85	5.02	6.54	4.58	-	1/200
Bloomberg Barclays U.S. Int Agg Bond Index <sup>c,h</sup>		0.25	2.25	1.75	3.83		
Custom Benchmark <sup>i</sup>		8.37	5.61	7.49	5.42		
Morningstar Target-Date 2015 <sup>c,d</sup>		8.05	5.01	6.23	4.08		
VT Vantagepoint Milestone 2020 Fund <sup>1,2,8</sup>	Target-Date 2020	12.37	5.58	7.51	4.82	-	1/200
S&P 500 Index <sup>cj</sup>		18.61	10.81	14.22	7.44		
Custom Benchmark <sup>i</sup>		9.84	6.25	8.49	5.63		
Morningstar Target-Date 2020 <sup>c,d</sup>		8.92	5.22	6.40	4.12		
VT Vantagepoint Milestone 2025 Fund <sup>1,2,8</sup>	Target-Date 2025	13.92	6.19	8.47	5.13		1/200
S&P 500 Index <sup>cj</sup>		18.61	10.81	14.22	7.44		
Custom Benchmark <sup>i</sup>		11.46	6.93	9.43	5.84		
Morningstar Target-Date 2025 <sup>c,d</sup>		10.85	5.92	7.54	4.42		

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Investment Option / Benchmark / Peer Group	Type of Option*	l yr	3 yr	5 yr	10 yr	Since Inception	Inception Date
VT Vantagepoint Milestone 2030 Fund <sup>1,2,8</sup>	Target-Date 2030	15.67	6.82	9.38	5.44	-	1/2005
S&P 500 Index <sup>c,i</sup>		18.61	10.81	14.22	7.44		
Custom Benchmark <sup>i</sup>		13.08	7.55	10.26	6.07		
Morningstar Target-Date 2030 <sup>c,d</sup>		12.52	6.49	8.23	4.45		
VT Vantagepoint Milestone 2035 Fund <sup>1,2,8</sup>	Target-Date 2035	17.52	7.42	10.26	5.78	_	1/2005
S&P 500 Index <sup>c,i</sup>		18.61	10.81	14.22	7.44		
Custom Benchmark <sup>i</sup>		14.76	8.17	11.08	6.38		
Morningstar Target-Date 2035 <sup>c,d</sup>		14.35	7.03	9.12	4.73		
VT Vantagepoint Milestone 2040 Fund <sup>1,2,8</sup>	Target-Date 2040	19.07	7.92	10.98	6.14	-	1/2005
S&P 500 Index <sup>c,i</sup>		18.61	10.81	14.22	7.44		
Custom Benchmark <sup>k</sup>		16.43	8.74	11.71	6.63		
Morningstar Target-Date 2040 <sup>c,d</sup>		15.27	7.31	9.41	4.73		
VT Vantagepoint Milestone 2045 Fund <sup>1,2,8</sup>	Target-Date 2045	20.36	8.31	11.33	_	10.36	1/2010
S&P 500 Index <sup>c,i</sup>		18.61	10.81	14.22	7.44		
Custom Benchmark <sup>k</sup>		17.63	9.12	12.01	_		
Morningstar Target-Date 2045 <sup>c,d</sup>		16.14	7.57	9.82	4.88		
VT Vantagepoint Milestone 2050 Fund <sup>1,2,8</sup>	Target-Date 2050	20.47	8.41	11.27	-	11.13	9/2012
S&P 500 Index <sup>c,i</sup>		18.61	10.81	14.22	7.44		
Custom Benchmark <sup>k</sup>		17.84	9.19	12.06	_		
Morningstar Target-Date 2050 <sup>c,d</sup>		16.18	7.63	9.81	4.87		
VT Vantagepoint Milestone 2055 Fund <sup>1,2,8,9</sup>	Target-Date 2055	20.31	-	-	-	14.65	11/2016
S&P 500 Index <sup>c,i</sup>		18.61	10.81	14.22	7.44		
Custom Benchmark <sup>k</sup>		17.84	-	-	-		
Morningstar Target-Date 2055 <sup>c,d</sup>		16.60	7.82	10.21	6.06		
VT Vantagepoint Model Portfolio Conservative Growth Fund <sup>1,2</sup>	Allocation–30% to 50% Equity	9.32	4.44	5.47	4.31	_	4/1999
Bloomberg Barclays U.S. Int Agg Bond Index <sup>c,h</sup>		0.25	2.25	1.75	3.83		
Custom Benchmark <sup>i</sup>		6.60	4.73	6.35	5.18		
Morningstar Allocation – 30% to 50% Equity <sup>c,d</sup>		7.04	4.06	5.30	4.38		
VT Vantagepoint Model Portfolio Traditional Growth Fund <sup>1,2</sup>	Allocation–50% to 70% Equity	14.52	6.32	8.14	5.29	_	4/1999
S&P 500 Index <sup>c,i</sup>		18.61	10.81	14.22	7.44		
Custom Benchmark <sup>i</sup>		11.41	6.88	8.95	5.96		
Morningstar Allocation – 50% to 70% Equity <sup>c,d</sup>		10.52	5.38	7.51	5.07		
VT Vantagepoint Model Portfolio Long-Term Growth Fund <sup>1,2</sup>	Allocation–70% to 85% Equity	18.25	7.58	9.97	5.85	-	4/1999
S&P 500 Index <sup>c,i</sup>		18.61	10.81	14.22	7.44		
Custom Benchmark <sup>k</sup>		15.00	8.36	10.80	6.36		
Morningstar Allocation – 70% to 85% Equity <sup>c,d</sup>		12.84	6.01	8.87	4.69		
VT Vantagepoint Model Portfolio Global Equity Growth Fund <sup>1,2,10</sup>	) World Large Stock	23.93	8.04	11.74	6.09	_	10/2000
MSCI ACWI Index (Net) <sup>c,I</sup>		18.65	7.43	10.20	3.88		
Custom Benchmark <sup>m</sup>		19.26	8.89	12.30	6.31		
Morningstar World Large Stock <sup>c,d</sup>		17.50	7.21	10.39	3.98		

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Investment Option / Benchmark / Peer Group	Type of Option*	1 yr	3 yr	5 yr	10 yr	Since Inception	Inception Date
T Rowe Price® Capital Appreciation Fund <sup>11,12,13</sup>	Allocation–50% to 70% Equity	15.38	9.59	12.59	9.00	11.37	6/1986
S&P 500 Index <sup>c,i</sup>		18.61	10.81	14.22	7.44		
Morningstar Allocation – 50% to 70% Equity <sup>c,d</sup>		10.52	5.38	7.51	5.07		
U.S. STOCK							
VT Vantagepoint Equity Income Fund <sup>1,2,14</sup>	Large Value	16.21	7.94	12.25	6.63	-	3/1999
Russell 1000 Value Index <sup>c,n</sup>		15.12	8.53	13.20	5.92		,
Morningstar Large Value <sup>c,d</sup>		16.17	7.99	12.23	5.72		
VT MFS® Value Fund <sup>1,2,14</sup>	Large Value	_	_	_	_	0.79	12/2017
Russell 1000 Value Index <sup>c,n</sup>		15.12	8.53	13.20	5.92		,
Morningstar Large Value <sup>c,d</sup>		16.17	7.99	12.23	5.72		
T Rowe Price® Equity Income Fund <sup>11,12,13,14</sup>	Large Value	16.18	8.96	12.52	6.91	10.98	10/1985
S&P 500 Index <sup>ci</sup>		18.61	10.81	14.22	7.44		,
Morningstar Large Value <sup>c,d</sup>		16.17	7.99	12.23	5.72		
VT Vantagepoint 500 Stock Index Fund <sup>1,2</sup>	Large Blend	21.58	11.22	15.58	8.30	_	4/1999
S&P 500 Index <sup>c,i</sup>		18.61	10.81	14.22	7.44		,
American Funds Fundamental Investors <sup>12,13</sup>	Large Blend	23.29	12.75	15.46	8.01	11.09	7/2002
S&P 500 Index <sup>c,j</sup>		18.61	10.81	14.22	7.44		,
Morningstar Large Blend <sup>c,d</sup>		17.65	9.03	12.91	6.58		
Hartford Capital Appreciation HLS Fund <sup>12,13</sup>	Large Blend	22.14	9.19	14.21	6.52	13.10	4/1984
Russell 3000 Index <sup>c,o</sup>		18.71	10.74	14.23	7.57		,
Morningstar Large Blend <sup>c,d</sup>		17.65	9.03	12.91	6.58		
VT Contrafund® <sup>1,2,14,15</sup>	Large Growth	32.25	13.33	16.43	8.96	_	4/1999
S&P 500 Index <sup>c,i</sup>		18.61	10.81	14.22	7.44		,
Morningstar Large Growth <sup>c,d</sup>		19.75	10.36	13.70	7.55		
VT T Rowe Price® Growth Stock Fund <sup>1,2,11,14</sup>	Large Growth	33.31	14.24	17.59	9.74	_	12/2004
S&P 500 Index <sup>c,i</sup>		18.61	10.81	14.22	7.44		,
Morningstar Large Growth <sup>c,d</sup>		19.75	10.36	13.70	7.55		
T Rowe Price® Blue Chip Growth Fund <sup>11,12,13,14</sup>	Large Growth	36.55	15.30	18.85	10.50	10.96	6/1993
S&P 500 Index <sup>c,i</sup>		18.61	10.81	14.22	7.44		
Morningstar Large Growth <sup>c,d</sup>		19.75	10.36	13.70	7.55		
VT Victory Sycamore Established Value Fund <sup>1,2,14,16</sup>	Mid-Cap Value	_	_	-	-	10.00	6/2017
Russell Midcap Value Index <sup>c.p</sup>		13.37	9.19	14.33	7.85		
Morningstar Mid-Cap Value <sup>c,d</sup>		14.83	7.90	12.71	6.85		
T Rowe Price® Mid-Cap Growth Fund <sup>11,12,13,14,16</sup>	Mid-Cap Growth	24.86	12.25	16.98	10.72	13.82	6/1992
Russell Midcap Growth Index <sup>c,q</sup>		17.82	9.96	14.18	8.20		
Morningstar Mid-Cap Growth <sup>c,d</sup>		18.18	9.13	12.62	6.92		
VT AMG TimesSquare Mid Cap Growth Fund <sup>1,2,14,16</sup>	Mid-Cap Growth	22.40	9.68	-	-	9.35	12/2013
Russell Midcap Growth Index <sup>c,q</sup>		17.82	9.96	14.18	8.20		
Morningstar Mid-Cap Growth <sup>c,d</sup>		18.18	9.13	12.62	6.92		
VT Carillon Eagle Mid Cap Growth Fund <sup>1,2,14,16</sup>	Mid-Cap Growth	_	-	-	-	0.17	12/2017
Russell Midcap Growth Index <sup>c,q</sup>		17.82	9.96	14.18	8.20		
Morningstar Mid-Cap Growth <sup>c,d</sup>		18.18	9.13	12.62	6.92		

Investment Option / Benchmark / Peer Group	Type of Option*	l yr	3 yr	5 yr	10 yr	Since Inception	Inception Date
VT LSV Small Cap Value Fund <sup>1,2,14,17</sup>	Small Value	-	_	-	_	0.25	12/2017
Russell 2000 Value Index <sup>c,r</sup>		20.55	12.12	13.27	7.14		
Morningstar Small Value <sup>c,d</sup>		17.89	9.17	12.32	7.10		
T Rowe Price® Small-Cap Value Fund <sup>11,12,13,17</sup>	Small Blend	13.37	11.69	13.12	9.42	11.92	6/1988
Russell 2000 Value Index <sup>c,r</sup>		20.55	12.12	13.27	7.14		
Morningstar Small Blend <sup>c,d</sup>		18.91	10.01	12.83	7.19		
Invesco Small Cap Growth Fund <sup>12,13,14,17</sup>	Small Growth	24.91	10.92	15.50	9.59	10.98	10/1995
S&P 500 Index <sup>c,j</sup>		18.61	10.81	14.22	7.44		
Morningstar Small Growth <sup>c,d</sup>		20.40	11.15	13.02	7.57		
INTERNATIONAL/GLOBAL STOCK							
American Funds New Perspective Fund <sup>10,12,13</sup>	World Large Stock	28.82	11.37	12.56	6.86	9.12	5/2002
MSCI ACWI Index (Net) <sup>c,I</sup>		18.65	7.43	10.20	3.88		
Morningstar World Large Stock <sup>c,d</sup>		17.50	7.21	10.39	3.98		
VT Vantagepoint Overseas Equity Index Fund <sup>1,2,10</sup>	Foreign Large Blend	25.31	7.72	7.47	1.87	-	4/1999
MSCI EAFE Index (Net) <sup>c,s</sup>		19.10	5.04	8.38	1.34		
VT Diversified International Fund <sup>1,2,10,14</sup>	Foreign Large Growth	26.65	7.93	8.79	2.19	-	12/2004
MSCI EAFE Index (Net) <sup>c,s</sup>		19.10	5.04	8.38	1.34		
Morningstar Foreign Large Growth <sup>c,d</sup>		18.47	6.96	8.81	2.25		
VT Vantagepoint Emerging Markets Fund <sup>1,2,18</sup>		-	-	-	_	13.85	12/2017
MSCI Emerging Markets Index (Net) <sup>c,t</sup>		22.46	4.90	3.99	1.32		
Morningstar Diversified Emerging Mkts <sup>c,d</sup>		19.93	3.86	4.09	1.27		
Oppenheimer Developing Markets Fund <sup>10,12,13</sup>	Diversified Emerging Mkts	34.77	7.38	5.01	4.25	12.40	11/1996
MSCI Emerging Markets Index (Net) <sup>c,t</sup>		22.46	4.90	3.99	1.32		
Morningstar Diversified Emerging Mkts <sup>c,d</sup>		19.93	3.86	4.09	1.27		
SPECIALTY							
VT Nuveen Real Estate Securities Fund <sup>1,2,19</sup>	Real Estate	5.61	5.28	9.19	_	17.00	7/2009
MSCI US REIT Index (Gross) <sup>c,u</sup>		0.54	9.67	9.58	5.79		
Morningstar Real Estate <sup>c,d</sup>		1.78	8.76	8.73	5.13		

\* Morningstar places funds in certain categories based on the fund's historical portfolio holdings. Placement of a fund in a particular Morningstar category does not mean that the fund will remain in that category or that it will invest primarily in securities consistent with its Morningstar category. A fund's investment strategy and portfolio holdings are governed by its prospectus, guidelines or other governing documents, not its Morningstar category.

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1 Before investing in the Fund you should carefully consider your investment goals, tolerance for risk, investment time horizon, and personal circumstances. There is no guarantee that the Fund will meet its investment objective and you can lose money.

- 2 The Fund is an investment option of VantageTrust, a group trust established and maintained by VantageTrust Company, LLC, a wholly owned subsidiary of ICMA-RC. VantageTrust provides for the commingling of assets of certain trusts and plans as described in its Declaration of Trust, and is only available for investment by such eligible trusts and plans. The Fund is not a mutual fund. Its units are not deposits of VantageTrust Company and are not insured by the Federal Deposit Insurance Corporation or any other agency. The Fund is a security that has not been registered under the Securities Act of 1933 and is exempt from investment company registration under the Investment Company Act of 1940. For additional information regarding the Fund, including a description of the principal risks, please consult the VantageTrust Funds Disclosure Memorandum, which is available when you log in at www.icmarc.org, or upon request by calling 800-669-7400.
- *3 VT PLUS Fund return is annualized for all periods.*
- 4 ICMA-RC and your employer may negotiate a different fund management or service fee for your Plan that would lower the total expense ratio. The performance and total expense ratio shown do not reflect any such alternative fee arrangements.
- 5 A fixed income fund is subject to credit risk and interest rate risk. Credit risk is when an issuer of a fixed income security may be unable or unwilling to make payments of principal or interest to the holders of these securities or may declare bankruptcy. Fixed income securities fluctuate in value as interest rates change. When interest rates rise, the market prices of fixed income securities will usually decrease; when interest rates fall, the market prices of fixed income securities usually will increase.
- 6 Funds that invest primarily in high yield bonds (bonds that are rated below investment grade and also known as "junk bonds") are subject to additional risk as these high yield bonds are considered speculative and involve a greater risk of default than "investment grade" securities. The values of these securities are particularly sensitive to changes in interest rates, issuer creditworthiness, and economic and political conditions. The market prices of these securities may decline significantly in periods of general economic difficulty, may be harder to value, and may be less liquid than higher rated securities.
- 7 Prudential Retirement Insurance and Annuity Company (Prudential), CA COA #08003, Hartford, CT. Neither Prudential nor ICMA-RC guarantees the investment performance or return on contributions to Prudential's Separate Account. You should carefully consider the objectives, risks, charges, expenses and underlying guarantee features before purchasing this product. Prudential may increase the Guarantee Fee in the future, from 1.00% up to a maximum of 1.50%. Like all variable investments, this Fund may lose value. Availability and terms may vary by jurisdiction; subject to regulatory approvals. Annuity contracts contain exclusions, limitations, reductions of benefits and terms for keeping them in force. Guarantees are based on Prudential's claims-paying ability. This annuity is issued under Contract form # GA-2020-TGWB4-0805-RC. ICMA-RC provides recordkeeping services to your Plan and is the investment manager of the underlying Prudential separate account. Prudential or its affiliates may compensate ICMA-RC for providing these and related administrative services in connection with the Fund. Variable annuities are suitable for long-term investing, particularly retirement savings. ©2017 Prudential, the Prudential logo, and the Rock symbol and Bring Your Challenges are service marks of the Prudential Insurance Company of America, Newark, NJ, and its related entities, registered in many jurisdictions worldwide. Note: Participants who are interested in the VT Retirement IncomeAdvantage Fund must first receive and read the VT Retirement IncomeAdvantage Fund Important Considerations document, before investing.
- 8 The Fund is not a complete solution for all of your retirement savings needs. An investment in the Fund includes the risk of loss, including near, at or after the target date of the Fund. There is no guarantee that the Fund will provide adequate income at and through an investor's retirement.
- 9 Performance information for this class prior to its inception date is the performance of the corresponding Vantagepoint Fund adjusted to reflect the estimated fees and expenses of this class. The Fund is a collective investment trust fund that was launched with the same investment objective, strategies and underlying management team as the corresponding Vantagepoint Fund. The Vantagepoint Funds were liquidated in October 2016.
- 10 Funds that invest in foreign securities are exposed to the risk of loss due to political, economic, legal, regulatory, and operational uncertainties; differing accounting and financial reporting standards; limited availability of information; currency fluctuations; and higher transaction costs. Investments in foreign currencies or securities denominated in foreign currencies (including derivative instruments that provide exposure to foreign currencies) may experience gains or losses solely based on changes in the exchange rate between foreign currencies and the U.S. dollar. The risk of investing in foreign securities may be greater with respect to securities of companies located in emerging market countries. The value of developing or emerging market currencies may fluctuate more than the currencies of companies with more mature markets.
- 11 T. Rowe Price<sup>®</sup> is a registered trademark of T. Rowe Price Group, Inc. all rights reserved.
- 12 Please read the fund's prospectus or disclosure materials carefully for a complete summary of all fees, expenses, investment objectives and strategies, risks, financial highlights, and performance information. Investing involves risk, including possible loss of the amount invested. Investors should carefully consider the information contained in the prospectus or disclosure materials before investing. To request a prospectus or disclosure materials, you may contact us by calling 800-669-7400, emailing investorservices@icmarc.org, or visiting www.icmarc.org.
- 13 Certain information including, but not limited to, benchmark performance or other performance and/or fee information, is provided by Morningstar, Inc., © 2017 All rights reserved. This information: (1) is proprietary to Morningstar and/or its content providers; (2) may not be copied or distributed and (3) is not warranted to be accurate, complete or timely. Neither Morningstar and/or its content providers are responsible for any damages or losses arising from any use of information. Morningstar is a registered trademark of Morningstar, Inc.

- 14 Certain funds may be subject to style risk, which is the possibility that the investment style of its investment adviser will trail the returns of the overall market. In the past, different types of securities have experienced cycles of outperformance and underperformance in comparison to the market in general. For example, growth stocks have performed best during the later stages of economic expansion and value stocks have performed best during periods of economic recovery. Both styles may go in and out of favor. When the investing style used by a fund is out of favor, that fund is likely to underperform other funds that use investing styles that are in favor.
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- 16 Funds that invest primarily in mid-capitalization companies involve greater risk than is customarily associated with investments in larger, more established companies. Equity securities of mid-capitalization companies generally trade in lower volume and are generally subject to greater and less predictable price changes than the securities of larger companies.
- 17 Funds that invest primarily in small-capitalization companies involve greater risk than is customarily associated with investments in larger, more established companies. Equity securities of small-capitalization companies are generally subject to greater price volatility than those of larger companies due to less certain growth prospects, the lower degree of liquidity in the markets for their securities, and the greater sensitivity of smaller companies to changing economic conditions. Also, small-capitalization companies may have more limited product lines, fewer capital resources and less experienced management than larger companies.
- 18 Performance information for this class prior to its inception date is the performance of the underlying fund adjusted to reflect the estimated fees and expenses of this class.
- 19 Sector funds tend to be riskier and more volatile than the broad market because they are generally less diversified and more volatile than other mutual funds.
- a The Intercontinental Exchange Bank of America Merrill Lynch ("ICE BofAML") US 3-Month Treasury Bill Index is comprised of a single U.S. Treasury Bill issue purchased at the beginning of each month and held for a full month, at which time that issue is sold and rolled into a newly selected issue. The issue selected each month is that having a maturity date closest to, but not beyond, 90 days from the rebalance date.
- b The Bloomberg Barclays U.S. Aggregate Bond Index consists of investment-grade U.S. fixed income securities.
- c Certain information including, but not limited to, benchmark performance or other performance and/or fee information, is provided by Morningstar, Inc., © 2017 All rights reserved. This information: (1) is proprietary to Morningstar and/or its content providers; (2) may not be copied or distributed and (3) is not warranted to be accurate, complete or timely. Neither Morningstar and/or its content providers are responsible for any damages or losses arising from any use of information. Morningstar is a registered trademark of Morningstar, Inc.
- d The Morningstar category represents the average return for a category of funds with similar investment objectives and strategies. The average is calculated and funds are assigned to a category by Morningstar.
- e The Bloomberg Barclays U.S. Treasury Inflation-Linked Bond Index, consists of all U.S. Treasury inflation protected securities rated investment grade or better, having at least one year to final maturity and at least \$250 million par amount outstanding.
- f The Intercontinental Exchange Bank of America Merrill Lynch ("ICE BofAML") US High Yield BB-B Constrained Index tracks the performance of BB- and B-rated fixed income securities, with total index allocation to an individual issuer limited to 2%.
- g The VT Retirement IncomeAdvantage custom benchmark is composed of the market indexes of the funds in which the VT Retirement IncomeAdvantage Fund invests, in weighted percentages that correspond to the historical target allocation to those funds and the historical market indexes. Should the target allocations for the VT Retirement IncomeAdvantage Fund or the market indexes of the funds change, the percentage allocations to the corresponding indexes or the market indexes will also change.
- h The Bloomberg Barclays U.S. Intermediate Aggregate Bond Index consists of investment-grade U.S. fixed income securities with maturities of 1 to 10 years.
- i The custom benchmark is comprised of the Intercontinental Exchange Bank of America Merrill Lynch ("ICE BofAML") 1-3 Year US Corporate & Government Index, Bloomberg Barclays U.S. Aggregate Bond Index, Bloomberg Barclays U.S. Treasury Inflation-Linked Bond Index, S&P 500 Index, Russell 2000<sup>®</sup> Index, and MSCI ACWI ex USA Index (Net) in weighted percentages that correspond to the historical target allocations for the asset classes these indexes represent.
- j The S&P 500 Index consists of 500 companies representing larger capitalization stocks traded in the U.S.
- k The custom benchmark is comprised of the Intercontinental Exchange Bank of America Merrill Lynch ("ICE BofAML") 1-3 Year US Corporate & Government Index, Bloomberg Barclays U.S. Aggregate Bond Index, S&P 500 Index, Russell 2000<sup>®</sup> Index, and MSCI ACWI ex USA Index (Net) in weighted percentages that correspond to the historical target allocations for the asset classes these indexes represent.

- *l* The MSCI All Country World Index (Net) is a free float-adjusted market capitalization weighted index that is designed to measure the equity market performance of large and mid cap segments of developed and emerging markets. The net version of this index reinvests dividends after the deduction of withholding taxes, using a tax rate applicable to non-resident institutional investors who do not benefit from double taxation treaties.
- m The custom benchmark is comprised of the S&P 500 Index, Russell 2000<sup>®</sup> Index, and MSCI ACWI ex USA Index (Net) in weighted percentages that correspond to the historical target allocations for the asset classes these indexes represent.
- n The Russell 1000<sup>®</sup> Value Index measures the performance of the large-cap value segment of the U.S. equity universe. It includes those Russell 1000<sup>®</sup> Index companies with lower price-to-book ratios and lower expected growth values.
- o The Russell 3000° Index includes, and measures the performance of, the largest 3,000 U.S. publicly traded companies based on market capitalization, representing a substantial portion of the investable U.S. equity market.
- p The Russell Midcap<sup>®</sup> Value Index measures the performance of the mid-cap value segment of the U.S. equity universe. It includes those Russell Midcap<sup>®</sup> Index companies with lower price-to-book ratios and lower forecasted growth values.
- *q* The Russell Midcap<sup>®</sup> Growth Index measures the performance of the mid-cap growth segment of the U.S. equity universe. It includes those Russell Midcap<sup>®</sup> Index companies with higher price-to-book ratios and higher forecasted growth values.
- r The Russell 2000° Value Index measures the performance of those Russell 2000 companies with lower price-to-book ratios and lower forecasted growth values.
- s The MSCI Europe Australasia Far East (EAFE) Index (Net) is a free float-adjusted market capitalization index of equity securities that is designed to measure the equity market performance of developed markets, excluding the U.S. and Canada. The net version of this index reinvests dividends after the deduction of withholding taxes, using a tax rate applicable to non-resident institutional investors who do not benefit from double taxation treaties.
- t The MSCI Emerging Markets Index (Net) is a free float-adjusted market capitalization index of equity securities that is designed to measure the equity market performance of emerging markets. The net version of this index reinvests dividends after the deduction of withholding taxes, using a tax rate applicable to non-resident institutional investors who do not benefit from double taxation treaties.
- *u* The MSCI US REIT Index reflects the aggregate common stock performance of REIT's (Real Estate Investment Trusts) that own, develop, and manage properties.

### Fees and Expenses

The fees and expenses table below discloses total annual operating expenses for the plan's investment options as well as any shareholder-type fees or trading restrictions. The total annual operating expenses of these investment options reduce their rate of return.

The cumulative effect of fees and expenses can substantially reduce the growth of your retirement savings. Fees and expenses are only one of many factors to consider when you decide to invest in an option. You may also want to think about whether an investment in a particular option, along with your other investments, will help you achieve your financial goals.

Investment Option	Type of Option*	Gross Expense Ratio	Net Expense Ratio	Total Annual Operating Expense ( per \$1000)	Other fees or restrictions <sup>i</sup>
STABLE VALUE/CASH MANAGEMENT					
VT PLUS Fund <sup>1,2</sup>	Stable Value	0.82	0.82	\$8.20	90 day equity wash "
BOND					
VT Vantagepoint Core Bond Index Fund 1,2,3,4,5	Intermediate-Term Bond	0.24	0.19	\$1.90	
VT Western Asset Core Plus Bond Fund 1,2,3,4,5	Intermediate-Term Bond	0.52	0.45	\$4.50	
VT Vantagepoint Inflation Focused Fund <sup>1,2,3,5</sup>	Inflation-Protected Bond	0.62	0.62	\$6.20	
VT PIMCO High Yield Fund 1,2,3,4,5,6	High Yield Bond	0.81	0.80	\$8.00	
GUARANTEED LIFETIME INCOME					
VT Retirement IncomeAdvantage Fund <sup>1,2,7</sup>	Guaranteed Income	1.70	1.70	\$17.00	Any \$/ 90 days

Investment Option	Type of Option*	Gross Expense Ratio	Net Expense Ratio	Total Annual Operating Expense ( per \$1000)	Other fees or restrictions <sup>i</sup>
BALANCED/ASSET ALLOCATION					
VT Vantagepoint Milestone Retirement Income Fund <sup>1,2,3,8</sup>	Target-Date Retirement	0.76	0.76	\$7.60	
VT Vantagepoint Milestone 2010 Fund <sup>1,2,3,8</sup>	Target-Date 2000-2010	0.77	0.77	\$7.70	
VT Vantagepoint Milestone 2015 Fund <sup>1,2,3,8</sup>	Target-Date 2015	0.77	0.77	\$7.70	
VT Vantagepoint Milestone 2020 Fund <sup>1,2,3,8</sup>	Target-Date 2020	0.78	0.78	\$7.80	
VT Vantagepoint Milestone 2025 Fund <sup>1,2,3,8</sup>	Target-Date 2025	0.80	0.80	\$8.00	
VT Vantagepoint Milestone 2030 Fund <sup>1,2,3,8</sup>	Target-Date 2030	0.83	0.83	\$8.30	
VT Vantagepoint Milestone 2035 Fund <sup>1,2,3,8</sup>	Target-Date 2035	0.85	0.85	\$8.50	
VT Vantagepoint Milestone 2040 Fund <sup>1,2,3,8</sup>	Target-Date 2040	0.86	0.86	\$8.60	
VT Vantagepoint Milestone 2045 Fund <sup>1,2,3,8</sup>	Target-Date 2045	0.88	0.88	\$8.80	
VT Vantagepoint Milestone 2050 Fund <sup>1,2,3,8</sup>	Target-Date 2050	0.90	0.90	\$9.00	
VT Vantagepoint Milestone 2055 Fund <sup>1,2,3,4,8</sup>	Target-Date 2055	1.08	0.99	\$9.90	
VT Vantagepoint Model Portfolio Conservative Growth Fund <sup>1,2,3</sup>	Allocation–30% to 50% Equity	0.78	0.78	\$7.80	
VT Vantagepoint Model Portfolio Traditional Growth Fund <sup>1,2,3</sup>	Allocation–50% to 70% Equity	0.79	0.79	\$7.90	
VT Vantagepoint Model Portfolio Long-Term Growth Fund <sup>1,2,3</sup>	Allocation–70% to 85% Equity	0.81	0.81	\$8.10	
VT Vantagepoint Model Portfolio Global Equity Growth Fund 1,2,3,9	World Large Stock	0.90	0.90	\$9.00	
T Rowe Price® Capital Appreciation Fund <sup>10,11,12</sup>	Allocation–50% to 70% Equity	0.70	0.70	\$7.00	Any \$/ 30 days
U.S. STOCK					
VT Vantagepoint Equity Income Fund <sup>1,2,3,13</sup>	Large Value	0.72	0.72	\$7.20	
VT MFS® Value Fund <sup>1,2,3,13</sup>	Large Value	0.59	0.59	\$5.90	
T Rowe Price® Equity Income Fund 10,11,12,13	Large Value	0.66	0.66	\$6.60	Any \$/ 30 days
VT Vantagepoint 500 Stock Index Fund <sup>1,2,3,4</sup>	Large Blend	0.24	0.19	\$1.90	
American Funds Fundamental Investors <sup>10,12</sup>	Large Blend	0.66	0.66	\$6.60	\$5,000.00 / 30 days
Hartford Capital Appreciation HLS Fund 10,12	Large Blend	0.68	0.68	\$6.80	
VT Contrafund® 1,2,3,13,14	Large Growth	0.68	0.68	\$6.80	
VT T Rowe Price® Growth Stock Fund <sup>1,2,3,11,13</sup>	Large Growth	0.93	0.93	\$9.30	Any \$/ 30 days
T Rowe Price® Blue Chip Growth Fund 10,11,12,13	Large Growth	0.72	0.72	\$7.20	Any \$/ 30 days
VT Victory Sycamore Established Value Fund 1,2,3,13,15	Mid-Cap Value	0.72	0.72	\$7.20	
T Rowe Price® Mid-Cap Growth Fund 10,11,12,13,15	Mid-Cap Growth	0.77	0.77	\$7.70	Any \$/ 30 days
VT AMG TimesSquare Mid Cap Growth Fund 1,2,3,13,15	Mid-Cap Growth	1.18	1.18	\$11.80	
VT Carillon Eagle Mid Cap Growth Fund 1,2,3,13,15	Mid-Cap Growth	0.83	0.83	\$8.30	
VT LSV Small Cap Value Fund 1,2,3,4,13,16	Small Value	1.13	1.10	\$11.00	
T Rowe Price® Small-Cap Value Fund <sup>10,11,12,16</sup>	Small Blend	0.93	0.93	\$9.30	1.00% / 90 days,''' Any \$/ 30 days '''
Invesco Small Cap Growth Fund <sup>10,12,13,16</sup>	Small Growth	1.23	1.23	\$12.30	
INTERNATIONAL/GLOBAL STOCK					
American Funds New Perspective Fund 9,10,12	World Large Stock	0.79	0.79	\$7.90	\$5,000.00 / 30 days
VT Vantagepoint Overseas Equity Index Fund 1,2,3,4,9	Foreign Large Blend	0.34	0.29	\$2.90	Any \$/ 90 days
VT Diversified International Fund <sup>1,2,3,9,13</sup>	Foreign Large Growth	1.05	1.05	\$10.50	
VT Vantagepoint Emerging Markets Fund <sup>1,2,3</sup>		2.04	2.04	\$20.40	Any \$/ 90 days

(54)

Investment Option	Type of Option*	Gross Expense Ratio	Net Expense Ratio	Total Annual Operating Expense ( per \$1000)	Other fees or restrictions <sup>i</sup>
Oppenheimer Developing Markets Fund <sup>9,10,12</sup>	Diversified Emerging Mkts	1.32	1.32	\$13.20	
SPECIALTY					
VT Nuveen Real Estate Securities Fund 1,2,3,17	Real Estate	1.05	1.05	\$10.50	

\* Morningstar places funds in certain categories based on the fund's historical portfolio holdings. Placement of a fund in a particular Morningstar category does not mean that the fund will remain in that category or that it will invest primarily in securities consistent with its Morningstar category. A fund's investment strategy and portfolio holdings are governed by its prospectus, guidelines or other governing documents, not its Morningstar category.

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- i Frequent trading rules are designed to detect and discourage trading activities that may increase costs to all investors. All funds or underlying funds are monitored for frequent trading. Certain funds or underlying funds may impose fees or restrictions to deter frequent trading. Current information about these fees or restrictions can be found in a fund's or underlying fund's prospectus. You may contact us to obtain a prospectus or to answer questions by calling 800-669-7400, emailing investorservices@icmarc.org, or visiting www.icmarc.org . You can obtain information about ICMA-RC's Frequent Trading Policy at www.icmarc.org/frequenttrading.
- *ii* Direct transfers from a stable value fund to competing funds are restricted. Competing funds may include, but are not limited to money market mutual funds, certificates of deposit, stable value funds, investment options that offer guarantees of principal or income, certain short-term bond funds and self-directed brokerage accounts. Certain restrictions may apply when you want to transfer money from a stable value fund to a competing fund. These restrictions generally include waiting periods before transfers can be made back into a stable value fund. For additional information on the VT PLUS Fund restrictions on transfers to competing funds, please refer to the Fund's Fact Sheet and Funds' Disclosure Memorandum.
- *iii* Funds or underlying funds may charge a redemption fee. Information about redemption fees, if any, will be contained in the fund's or underlying fund's prospectus or disclosure materials. To request a prospectus or disclosure materials, you may contact us by calling 800-669-7400, emailing investorservices@icmarc.org, or logging in to your account at www.icmarc.org.
- 1 Before investing in the Fund you should carefully consider your investment goals, tolerance for risk, investment time horizon, and personal circumstances. There is no guarantee that the Fund will meet its investment objective and you can lose money.
- 2 The Fund is an investment option of VantageTrust, a group trust established and maintained by VantageTrust Company, LLC, a wholly owned subsidiary of ICMA-RC. VantageTrust provides for the commingling of assets of certain trusts and plans as described in its Declaration of Trust, and is only available for investment by such eligible trusts and plans. The Fund is not a mutual fund. Its units are not deposits of VantageTrust Company and are not insured by the Federal Deposit Insurance Corporation or any other agency. The Fund is a security that has not been registered under the Securities Act of 1933 and is exempt from investment company registration under the Investment Company Act of 1940. For additional information regarding the Fund, including a description of the principal risks, please consult the VantageTrust Funds Disclosure Memorandum, which is available when you log in at www.icmarc.org, or upon request by calling 800-669-7400.
- 3 Vantage Trust Funds invest either in collective investment funds or underlying registered funds. Please refer to the underlying fund's disclosure documents for additional information on fund fees and expenses.
- 4 Differences between the net expense ratio and gross expense ratio of a fund are typically due to fee waivers, expense reimbursements, expense limits, and/or the reimbursement of fees to the fund.
- 5 A fixed income fund is subject to credit risk and interest rate risk. Credit risk is when an issuer of a fixed income security may be unable or unwilling to make payments of principal or interest to the holders of these securities or may declare bankruptcy. Fixed income securities fluctuate in value as interest rates change. When interest rates rise, the market prices of fixed income securities will usually decrease; when interest rates fall, the market prices of fixed income securities usually will increase.
- 6 Funds that invest primarily in high yield bonds (bonds that are rated below investment grade and also known as "junk bonds") are subject to additional risk as these high yield bonds are considered speculative and involve a greater risk of default than "investment grade" securities. The values of these securities are particularly sensitive to changes in interest rates, issuer creditworthiness, and economic and political conditions. The market prices of these securities may decline significantly in periods of general economic difficulty, may be harder to value, and may be less liquid than higher rated securities.

- 7 Prudential Retirement Insurance and Annuity Company (Prudential), CA COA #08003, Hartford, CT. Neither Prudential nor ICMA-RC guarantees the investment performance or return on contributions to Prudential's Separate Account. You should carefully consider the objectives, risks, charges, expenses and underlying guarantee features before purchasing this product. Prudential may increase the Guarantee Fee in the future, from 1.00% up to a maximum of 1.50%. Like all variable investments, this Fund may lose value. Availability and terms may vary by jurisdiction; subject to regulatory approvals. Annuity contracts contain exclusions, limitations, reductions of benefits and terms for keeping them in force. Guarantees are based on Prudential's claims-paying ability. This annuity is issued under Contract form # GA-2020-TGWB4-0805-RC. ICMA-RC provides recordkeeping services to your Plan and is the investment manager of the underlying Prudential separate account. Prudential or its affiliates may compensate ICMA-RC for providing these and related administrative services in connection with the Fund. Variable annuities are suitable for long-term investing, particularly retirement savings. ©2017 Prudential, the Prudential logo, and the Rock symbol and Bring Your Challenges are service marks of the Prudential Insurance Company of America, Newark, NJ, and its related entities, registered in many jurisdictions worldwide. Note: Participants who are interested in the VT Retirement IncomeAdvantage Fund must first receive and read the VT Retirement IncomeAdvantage Fund Important Considerations document, before investing.
- 8 The Fund is not a complete solution for all of your retirement savings needs. An investment in the Fund includes the risk of loss, including near, at or after the target date of the Fund. There is no guarantee that the Fund will provide adequate income at and through an investor's retirement.
- 9 Funds that invest in foreign securities are exposed to the risk of loss due to political, economic, legal, regulatory, and operational uncertainties; differing accounting and financial reporting standards; limited availability of information; currency fluctuations; and higher transaction costs. Investments in foreign currencies or securities denominated in foreign currencies (including derivative instruments that provide exposure to foreign currencies) may experience gains or losses solely based on changes in the exchange rate between foreign currencies and the U.S. dollar. The risk of investing in foreign securities may be greater with respect to securities of companies located in emerging market countries. The value of developing or emerging market currencies may fluctuate more than the currencies of companies with more mature markets.
- 10 Certain information including, but not limited to, benchmark performance or other performance and/or fee information, is provided by Morningstar, Inc., © 2017 All rights reserved. This information: (1) is proprietary to Morningstar and/or its content providers; (2) may not be copied or distributed and (3) is not warranted to be accurate, complete or timely. Neither Morningstar and/or its content providers are responsible for any damages or losses arising from any use of information. Morningstar is a registered trademark of Morningstar, Inc.
- 11 T. Rowe Price<sup>®</sup> is a registered trademark of T. Rowe Price Group, Inc. all rights reserved.
- 12 Please read the fund's prospectus or disclosure materials carefully for a complete summary of all fees, expenses, investment objectives and strategies, risks, financial highlights, and performance information. Investing involves risk, including possible loss of the amount invested. Investors should carefully consider the information contained in the prospectus or disclosure materials before investing. To request a prospectus or disclosure materials, you may contact us by calling 800-669-7400, emailing investorservices@icmarc.org, or visiting www.icmarc.org.
- 13 Certain funds may be subject to style risk, which is the possibility that the investment style of its investment adviser will trail the returns of the overall market. In the past, different types of securities have experienced cycles of outperformance and underperformance in comparison to the market in general. For example, growth stocks have performed best during the later stages of economic expansion and value stocks have performed best during periods of economic recovery. Both styles may go in and out of favor. When the investing style used by a fund is out of favor, that fund is likely to underperform other funds that use investing styles that are in favor.
- 14 PURITAN and CONTRAFUND are registered service marks of FMR LLC. Used with permission.
- 15 Funds that invest primarily in mid-capitalization companies involve greater risk than is customarily associated with investments in larger, more established companies. Equity securities of mid-capitalization companies generally trade in lower volume and are generally subject to greater and less predictable price changes than the securities of larger companies.
- 16 Funds that invest primarily in small-capitalization companies involve greater risk than is customarily associated with investments in larger, more established companies. Equity securities of small-capitalization companies are generally subject to greater price volatility than those of larger companies due to less certain growth prospects, the lower degree of liquidity in the markets for their securities, and the greater sensitivity of smaller companies to changing economic conditions. Also, small-capitalization companies may have more limited product lines, fewer capital resources and less experienced management than larger companies.
- 17 Sector funds tend to be riskier and more volatile than the broad market because they are generally less diversified and more volatile than other mutual funds.

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#### **Annuity Information**

The table below focuses on the annuity options under the plan. Annuities are insurance contracts that provide a guaranteed stream of payments at regular intervals. Annuities are issued by insurance companies. Guarantees of an insurance company are subject to its long-term financial strength and claims-paying ability.

Website	www.icmarc.org		
Objectives/ Goals	To seek both moderate capital growth and current income while providing a guaranteed lifetime income feature that protects retirement income against market downturns.		
Pricing Factors	The Fund invests in a Separate Account under a group variable annuity contract issued by Prudential Retirement Insurance and annuity Company (Prudential). The Fund allows you to receive a guaranteed minimum withdrawal benefit amount each year beginning when you lock in and lasting for the rest of your life. The income guarantees are provided by Prudential. Guarantees of Prudential are subject to its long-term financial strength and claims-paying ability. For more detailed information about the Fund and its guarantees, refer to the Fund "Important Considerations" document.		
Fees / Restrictions	Total Annual Operating Fees and Expenses		
	Guarantee fee	1.00%	
	Services fee	0.34%	
	Investment management fee	0.05%	
	Other separate account fees and expenses	0.30%	
	Annual VantageTrust operating expenses	0.01%	
	Gross Expenses	1.70%	
	Plan administration fee	0.00%	
	Net Expenses	1.70%	

You can choose to "lock-in" and start taking annual guaranteed withdrawals at age 65 with the full annual benefit of 5% of your Income Base, at age 70 with an enhanced annual benefit of 5.75% of your Income Base, or as early as age 55 with a reduced annual benefit of 4.25% of your Income Base.

Excess withdrawals made during a withdrawal period will permanently reduce the Lifetime Annual Withdrawal Amount available to you for subsequent withdrawal periods. If excess withdrawals reduce your Income Base to zero, Prudential is no longer obligated to make these withdrawals available to you.

If you transfer assets out of the VT Retirement IncomeAdvantage Fund prior to locking-in, you will not be eligible to transfer assets back into the Fund for a period of 90 days. After locking-in, only a transfer out of the Fund in excess of your LAWA will result in you being restricted from transferring assets back into the Fund for a period of 90 days. Additional information is available in the VT Retirement IncomeAdvantage Fund Important Considerations document.

\* Prudential Retirement Insurance and Annuity Company (Prudential), CA COA #08003, Hartford, CT. Neither Prudential nor ICMA-RC guarantees the investment performance or return on contributions to Prudential's Separate Account. You should carefully consider the objectives, risks, charges, expenses and underlying guarantee features before purchasing this product. Prudential may increase the Guarantee Fee in the future, from 1.00% up to a maximum of 1.50%. Like all variable investments, this Fund may lose value. Availability and terms may vary by jurisdiction; subject to regulatory approvals. Annuity contracts contain exclusions, limitations, reductions of benefits and terms for keeping them in force. Guarantees are based on Prudential's claims-paying ability. This annuity is issued under Contract form # GA-2020-TGWB4-0805-RC. ICMA-RC provides recordkeeping services to your Plan and is the investment manager of the underlying Prudential separate account. Prudential or its affiliates may compensate ICMA-RC for providing these and related administrative services in connection with the Fund. Variable annuities are suitable for long-term investing, particularly retirement savings. © 2017 Prudential, the Prudential logo, and the Rock symbol are service marks of the Prudential Insurance Company of America, Newark, NJ, and its related entities, registered in many jurisdictions worldwide. Note: Participants who are interested in the VT Retirement IncomeAdvantage Fund Important Considerations document, before investing.

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#### Glossary

Please refer to http://www.icmarc.org/for-individuals/plansmart/glossary.html for a glossary of investment and fee related terms.

## **Notice Regarding Default Investments**

You have the right to direct the investment of assets in your account to any of the investments offered under your plan, at no additional cost to you. Use your plan's enrollment form to provide allocation instructions for the investment of contributions to your account. After completing the enrollment process, you may provide allocation instructions, or change the election made on your enrollment form, by contacting ICMA-RC's Investor Services toll-free at 800-669-7400, or online using Account Access at www.icmarc.org.

In the absence of valid allocation instructions for your account, all assets will be invested in the default fund selected by your employer until additional instructions are received from you. More information regarding the default fund selected by your employer is available by contacting ICMA-RC's Investor Services.

**Increase your chances of achieving your retirement savings goals** by giving careful consideration to the benefits of a well-balanced and diversified portfolio. Spreading your assets among different types of investments can help you achieve a favorable rate of return, while minimizing the risk of losing money in your retirement account. Although diversification is not a guarantee against loss, it can be an effective strategy to help manage investment risk.

Additional information regarding the investment options available to your plan, including the default fund chosen by your employer, is available by contacting ICMA-RC's Investor Services.

# **Privacy Policy Notice**

ICMA Retirement Corporation	VantageTrust Company, LLC	Vantagepoint Investment Advisers, LLC
ICMA Retirement Trust	VantageTrust	Vantagepoint Transfer Agents, LLC
ICMA-RC Services, LLC	VantageTrust II Multiple Collective Invest	iment Funds Trust ("VantageTrust II")
	VantageTrust III Master Collective Investment Funds Trust ("VantageTrust III")	

Our Privacy Policy. Protecting your privacy is important to us. In providing financial services and investment products to you, we collect certain nonpublic personal information about you. Our policy generally is to keep this information strictly confidential, and to use or disclose it as needed to provide services to you, or as permitted or required by law or by you. Our privacy policy applies equally to our former customers and investors, as well as individuals who simply inquire about the services or investments we offer. We may change this privacy policy in the future upon notification to you.

Information We Collect. The nonpublic personal information we have about you includes information you give us when you open an account, invest in the VantageTrust Funds, VantageTrust II Funds, or write or call us, such as your name, address, social security number, employment, investment objectives and experience, financial circumstances, and investment transactions and holdings.

Information We Disclose. We disclose nonpublic personal information about you to our affiliates, and to outside firms that help us provide services to you, for use only for that purpose. If you elect to invest in ICMA-RC's Managed Accounts Program or in the VT Retirement IncomeAdvantage Fund, ICMA-RC will share information necessary to make these products and services available to you with Ibbotson Associates and Prudential Retirement Insurance and Annuity Company, the third party firms with which ICMA Retirement Corporation has contracted in connection with these products and services, respectively.

[Note: The following applies to all states except California and New York State.] We may also disclose nonpublic personal information to nonaffiliated third party financial institutions with which we have established, or may in the future establish, relationships in order to offer select financial products of interest to our customers. Currently, ICMA Retirement Corporation has established a relationship with M&T Bank for enrollment and information services in connection with ICMA Retirement Corporation's 457 Deferred Compensation Program in certain jurisdictions [applicable for participants in plans located in Maryland (excluding the metropolitan DC area), Pennsylvania and West Virginia]. ICMA Retirement Corporation also has contracted with Ibbotson Associates to make available a Retirement Readiness Report to employees of 401 and 457 plan sponsors that elect this optional service for their employees. Before any additional third party relationships are added, they must be approved by the Board of Directors of the ICMA Retirement Corporation. Once approved, ICMA Retirement Corporation will notify you of any additional third party relationships in future publications of this privacy policy.

You have the right to stop us from disclosing nonpublic personal information about you to these parties, except as permitted or required by law. To do so, call us toll free at 800-827-2710. If you do not notify us that you wish to block disclosure of this nonpublic personal information, we will allow information to be sent to you from all third party financial institutions with which we have established relationships.

How We Safeguard Your Information. We restrict access to nonpublic personal information about you to those persons who need to know it or who are permitted or required by law or by you to receive it. We maintain physical, electronic and procedural safeguards to protect the confidentiality of your information.

Some of the funds, services, or products described in this Privacy Policy may not be available to your Plan, and all are subject to change.

# **Disaster Recovery Plan**

ICMA Retirement Corporation (ICMA-RC) and its subsidiaries, including ICMA-RC Services, LLC and VantageTrust Transfer Agents, LLC (collectively, "ICMA-RC") is committed to protecting the assets of our customers and being prepared to quickly recover and resume operations in the event of a significant business interruption. We have always regarded this as an obligation to our customers and have allocated resources to ensure our ability to meet this commitment. These capabilities are designed to:

Provide for the complete recovery of our technology infrastructure and data.

Consider the impact of various types of potential interruptions and prepare an appropriate strategy for each.

Enable ICMA-RC to continue to perform our critical business functions and minimize the impact to our customers.

The goal of our Disaster Recovery Plan is to be able to recover and resume business operations within 24 hours after the onset of a situation that warrants a disaster declaration. To accomplish this we have:

- Detailed plans for every division across our corporation that identify specific actions to be taken, personnel requirements to meet those actions, and other resources necessary to restore critical processes and resume business operations. Keep in mind that the ability to conduct trading and other transactional activity is dependent on the stock market being open and the availability of telecommunications to perform the trade.
- Contracted with a national information availability provider for alternative workspace for our personnel, network infrastructure and telecommunications infrastructure, in the event that our facility is unusable because of an incident. This enables ICMA-RC to respond to your inquiries and provide information regarding your accounts during an incident.
- Established processes for the backup of data. Complete copies of production data are backed up at the completion of a daily processing cycle and are stored offsite at multiple secure locations. For critical data, backups are sent periodically throughout the day to a remote server. In addition, information required by regulatory agencies is archived and stored offsite at secure locations.
- Tested the effectiveness of our Disaster Recovery Plan to ensure that we have the ability to continue to operate in the event of an incident. Semi-annual exercises are conducted, with active annual participation of over 20% of ICMA-RC employees, to test the recovery of the network infrastructure and the functionality of all critical applications and processes.

If you have any questions about this plan or ICMA-RC please contact an Investor Services Representative at 800-669-7400.

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## ICMA-RC GUIDED PATHWAYS® FUND ADVICE AND MANAGED ACCOUNTS INVESTMENT ADVISORY AGREEMENT

This investment advisory agreement ("Agreement") describes the terms and conditions under which ICMA Retirement Corporation ("ICMA-RC"), a Delaware corporation registered as an investment adviser with the United States Securities and Exchange Commission ("SEC"), will operate the Fund Advice service ("Fund Advice") or Managed Accounts service ("Managed Accounts"). By entering into this Agreement, you have elected to participate in a voluntary investment advisory service program offered by ICMA-RC for your designated retirement plan ("Plan") assets or Vantagepoint Individual Retirement Account ("IRA") assets (collectively, "Account(s)").

#### RESPONSIBILITIES

Under **Fund Advice**, ICMA-RC may provide "point-in-time" individual investment advice (e.g., fund specific investment recommendations) developed from the eligible investment options made available through your Plan or through ICMA-RC's Vantagepoint IRA ("Eligible Investment Options") and in accordance with objective, independent, third-party investment recommendations.

Under **Managed Accounts**, in accordance with guidelines established by the United States Department of Labor under its Advisory Opinion No. 2001-09A, ICMA-RC may provide ongoing management of your Account(s) by investing and reinvesting assets in your Account(s) in Eligible Investment Options in accordance with objective, independent, third-party investment recommendations. **Managed Accounts** is a discretionary, asset allocation investment management service.

ICMA-RC has hired Morningstar Investment Management LLC ("Morningstar Investment Management"), an SEC-registered investment adviser and a subsidiary of Morningstar, Inc. to serve as the Independent Financial Expert ("IFE") for **Fund Advice** and **Managed Accounts** to provide investment recommendations to ICMA-RC which are used in advising or managing your Account(s). Both **Fund Advice** and **Managed Accounts** are offered through Guided Pathways<sup>®</sup>, ICMA-RC's platform for the delivery of a suite of services for participants of Public Employer retirement plans and ICMA-RC's Vantagepoint IRA (collectively, "Participants").

Our ability to advise or manage your Account(s) or provide fund recommendations properly depends on you providing us with as much current personal and financial information as possible.

#### FUND ADVICE AND MANAGED ACCOUNTS AUTHORIZATION AND APPOINTMENT Fund Advice

Under **Fund Advice**, you request that ICMA-RC provide "point-in-time" individual investment advice (e.g., fund specific investment recommendations) developed from Eligible Investment Options and in accordance with objective, independent, thirdparty investment recommendations developed by Morningstar Investment Management, acting as the IFE. Under **Fund Advice**, you acknowledge and understand that you must pay an annual fee to continue to obtain this advice and, if the fee is not paid, the contract terminates and a new contract would have to be entered in order to obtain additional advice. Applicable fees are described more fully below. You also understand and acknowledge that this advice provided is based on the Eligible Investment Options and will also take into account other personal and financial information that you provide to ICMA-RC, including information regarding your income or other investments that you may have outside of your Account(s). You further acknowledge and understand that under **Fund Advice**, you are responsible for implementing any advice or fund specific recommendation using the ordinary means available to your Account(s) (e.g., transfer of account balances), and for subsequent monitoring or review of the Account(s) and of the information utilized in arriving at the **Fund Advice** recommendations and that you remain responsible for making any future or further changes to your Account(s) investment allocations. In addition, you remain responsible for implementing any recommended changes to your Plan or IRA savings rates.

#### **Managed Accounts**

Under **Managed Accounts**, you request that ICMA-RC exercise discretionary authority to allocate and reallocate your Account(s) and to implement individualized advice generated by Morningstar Investment Management, acting as the IFE. ICMA-RC is authorized to exercise the investment discretion described below with respect to the assets in the Account(s), including such additional assets as may result from transactions in, contributions to and transfers of assets into the Account(s).

Under Managed Accounts, you agree to provide personal, financial and other information as reasonably requested by ICMA-RC and to inform ICMA-RC promptly of any changes in your circumstances in order to assist ICMA-RC in the development and management of an investment strategy that is suitable and appropriate for you. You understand that ICMA-RC will notify you annually to contact ICMA-RC regarding any changes in your personal and financial situation or investment objections to determine whether any such changes have occurred or whether you wish to impose any reasonable restriction on the Account(s) that is not fundamentally inconsistent with your investment objective or the nature or operation of Managed Accounts. You further understand that ICMA-RC personnel who are knowledgeable about the management of the Account(s) will be reasonably available to respond to your inquiries. You will receive a quarterly statement consisting of all activity in the Account(s), including fees and expenses and confirmations of any transactions in the Account(s).

Under **Managed Accounts,** you acknowledge that initially, and at least once each year thereafter during which you are still enrolled, you will be asked to review and confirm the accuracy and completeness of the information upon which **Managed Accounts** advice is based. Because you are directing ICMA-RC to manage the Account(s) on your behalf, certain individually requested financial transactions otherwise available under the Account(s), such as contribution allocations and reallocations and fund transfers, either systematic or otherwise, will not be processed until you have terminated participation in **Managed Accounts.** Your request for any allocation, reallocation or fund transfer will be interpreted as a direction to terminate **Managed Accounts** for your Account(s).

Under **Managed Accounts**, you remain responsible for implementing any recommended changes to your Plan or IRA savings rates and, for notifying ICMA-RC of any savings rate changes.

Under **Managed Accounts**, ICMA-RC accepts its appointment as investment manager for the Account(s) pursuant to the terms and conditions set forth in this Agreement. The rights, powers, authorities and duties of ICMA-RC shall be solely and exclusively as provided in this Agreement and under applicable law.

Under this Agreement, ICMA-RC will provide you with the advisory services described below.

#### SERVICES

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**Fund Advice** provides "point-in-time" individualized investment advice to Participants seeking assistance in selecting specific investments. Fund specific recommendations are constructed by the IFE from among the Eligible Investment Options. You are responsible for implementing any advice or fund specific recommendation using the ordinary means available to your Account(s) (e.g., transfer of account balances), and for subsequent monitoring or review of the Account(s) and of the information utilized in arriving at the **Fund Advice** recommendations.

Under **Fund Advice**, a model advice portfolio will be recommended to you based on your financial situation, time horizon and other personal and financial information that you have provided to ICMA-RC. Your financial situation incorporates information about your income and assets; your investment time horizon reflects when you may need access to assets in your Account(s).

In determining an appropriate target asset mix for your Account(s) under **Fund Advice**, ICMA-RC also considers all non-ICMA-RC retirement assets you have provided to ICMA-RC. While ICMA-RC will not provide investment advice on these assets, they will be taken into consideration in providing your investment advice. For example, if your other assets are invested more in equity, the assets in your Account(s) may be invested more conservatively. Conversely, if your other assets are invested more in cash or bonds or if you have provided information on a pension/defined benefit plan, the assets in your Account(s) may be invested more aggressively.

Under **Fund Advice**, you are responsible for the accuracy and completeness of the information provided to ICMA-RC. You understand that we will rely on this information in making fund specific recommendations. Again, you are responsible for implementing any advice or fund specific recommendation using the ordinary means available to your Account(s) (i.e., transfer of account balances), and for subsequent monitoring or review of the Account(s) and of the information utilized in arriving at the Fund Advice recommendations and that you remain responsible for making any future or further changes to your Account(s) investment allocations. In addition, you remain responsible for implementing any recommended changes to your Plan or IRA savings rates. **Managed Accounts** is a discretionary asset allocation and management service that invests assets in one of a number of model advice portfolios created by the IFE based on the Eligible Investment Options and selected according to the investment methodology utilized by the IFE. Once you enroll, ICMA-RC will manage eligible assets, including future contributions, in your Account on a discretionary basis, and you will not be able to make any exchanges of such eligible assets among investment options within the Account(s) or otherwise direct or further restrict the management of assets while enrolled in **Managed Accounts**. Eligible assets in your Account(s) will be allocated to a portfolio of investment options managed in accordance with an IFE-recommended model advice portfolio. When appropriate, eligible assets in your Account(s) will be reallocated among various investment options chosen from the universe of Eligible Investment Options.

In exercising our discretion under this Agreement, ICMA-RC may take any and all actions necessary to allocate, reallocate or rebalance investments in your Account(s) in accordance with the model advice portfolio recommendations of the IFE and may execute such instruments, orders or agreements as may be necessary or proper in connection with providing advice to the Account(s).

Under Managed Accounts, you will be assigned to a model advice portfolio based on your financial situation, time horizon and other personal and financial information that you have provided to ICMA-RC. Your financial situation incorporates information about your income and assets; your investment time horizon reflects when you may need access to assets in your Account(s). In determining an appropriate target asset mix for your Account(s), either when you initially elect Managed Accounts or during a quarterly review of your Account(s), Managed Accounts also considers all non-managed retirement assets you have provided to ICMA-RC. While these assets are not managed by ICMA-RC, they will be taken into consideration in managing your Account(s). For example, if your other assets are invested more in equity, your Account(s) assets may be invested more conservatively. Conversely, if your other assets are invested more in cash or bonds, your Account(s) assets may be invested more aggressively.

Under **Managed Accounts**, you are responsible for the accuracy and completeness of the information provided to ICMA-RC. You understand that we will rely on the information in making an initial recommendation and in the ongoing management of your Account(s). It is your responsibility to notify ICMA-RC promptly of any change that may affect the manner in which we should allocate or invest the eligible assets in your Account(s). At least annually, ICMA-RC will remind you to verify or update your personal and financial information. It is essential that your personal and financial information be kept current and accurate. Based on the information you provide, the IFE may change the target asset mix and the model advice portfolio to which **Managed Accounts** manages your Account(s). You will continue to receive all reports with respect to your Account(s) that you would receive if you were not enrolled in **Managed Accounts**.

Under **Managed Accounts**, you remain responsible for implementing any recommended changes to Plan or IRA savings rates. In addition, you should notify ICMA-RC of any savings rate changes.

#### **ALTERNATE PORTFOLIO SELECTION**

You acknowledge that if you are enrolled in **Managed Accounts** and personally select an alternate model advice portfolio as opposed to the

model advice portfolio recommended by **Managed Accounts**, you will remain in this alternate portfolio until you instruct us otherwise. As a participant in **Managed Accounts**, we will continue to monitor and rebalance your chosen alternate portfolio. However, selection of an alternative portfolio may decrease the likelihood of achieving your retirement goals as calculated by Morningstar Investment Management. We will also communicate our recommended model advice portfolio at least annually.

#### YOUR RESPONSIBILITIES

You are responsible for providing correct and complete information to ICMA-RC, and under **Managed Accounts**, for notifying ICMA-RC of any change that affects your participation. This includes any event or change in circumstances that may impact your investment time horizon or financial situation. For example, you should inform ICMA-RC of any:

- Change to your employment status or annual income;
- Change in your contribution rate;
- Change to your desired retirement age;
- Other events that may cause a re-evaluation of target asset mix and model advice portfolio assignment.

#### **INVESTMENT APPROACH**

In creating model advice portfolios, Morningstar Investment Management uses a quantitative approach to determine Eligible Investment Options that have demonstrated, over time, consistency in risk characteristics and security selection capabilities. The investment options eligible for inclusion in the recommended asset allocation and fund specific advice are limited to only Eligible Investment Options.

Morningstar Investment Management follows a three-step approach to create a model advice portfolio from all your eligible investment options.

- **Analyze Investments:** Morningstar Investment Management performs investment analysis to narrow the universe of investment options to form a select list of investments. They apply returnsbased style analysis to monitor historical performance and estimate style exposure. Rigorous quantitative analysis is then used to validate the selected list of investment options.
- **Construct Portfolio:** Once the investment options are analyzed, Morningstar Investment Management determines the appropriate combination of investment options. This approach, which includes a proprietary alpha-tracking error optimization, can incorporate a balanced core group of investments combined with select active investments to create a portfolio that is unique and goal-specific. By using alpha, tracking error and investment styles, an optimal mix of investment options is determined and the target strategic asset allocations are implemented.
- **Monitor Portfolio:** Finally, Morningstar Investment Management monitors and reviews each model advice portfolio to ensure that it stays in line with its stated strategic asset allocation target and continues to meet Morningstar Investment Management's investment criteria.

#### **TERMS AND CONDITIONS**

**Binding Agreement.** This is a legal and binding Agreement governing your use of **Fund Advice**, a "point-in-time" investment advisory

service or **Managed Accounts**, a discretionary asset allocation investment advisory service provided by ICMA-RC with the IFE services of Morningstar Investment Management.

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- **Scope of Monaged Accounts. Managed Accounts** will provide asset allocation and rebalancing of all eligible assets in your Account(s), including future contributions, on a discretionary basis. You will not be able to make any exchanges of eligible assets among investment options within the Account(s) or otherwise direct or further restrict the management of those assets while enrolled in Managed Accounts.
- **Eligibility.** To be eligible to participate in **Fund Advice** or **Managed Accounts,** you must be enrolled in an eligible ICMA-RC administered 457(b), 401(a), 401(k) Plan, or the Vantagepoint IRA.
- Under Managed Accounts or Fund Advice, if you are subject to any imposed frequent trading restrictions, you are not eligible to participate in Managed Accounts or Fund Advice. You are eligible to enroll in Managed Accounts or Fund Advice at any time, except as may be restricted by your Plan for your Plan account. However, if you previously terminated participation in Managed Accounts with respect to any account with ICMA-RC, you must wait at least until the next calendar quarter before re-enrolling in Managed Accounts for any account with ICMA-RC and may not enroll more than two times in any 12-month period. If you hold non-traditional investment options that cannot be purchased or sold without restriction through your Plan (such as self-directed brokerage assets or assets in Certificates of Deposit) or if you hold assets in a VantageBroker IRA account, these investments are ineligible for management by ICMA-RC, but will be taken into consideration by Managed Accounts when determining your asset allocation portfolio.
- Accuracy of Information. You are responsible for the accuracy and completeness of the information provided to ICMA-RC for the initial recommendation and under Managed Accounts, for the ongoing management of your Account(s). Under Managed Accounts, it is your responsibility to notify ICMA-RC promptly of any change that may affect the manner in which we should allocate or invest the eligible assets in your Account(s).

#### **Eligible Investment Options.**

For Retirement Plans: The investment options eligible for inclusion in Fund Advice or Managed Accounts are limited to those chosen for your Plan by your employer sponsoring your Plan, or the Plan's named fiduciary, and that can be purchased and sold without restriction by you within your Plan.

The IFE may recommend that a portion of your assets be invested in the VT Retirement IncomeAdvantage Fund, a VantageTrust Fund that invests in a separate account under a group variable annuity issued by a third-party insurance company. A Guarantee Fee of 1.00% is assessed by the third-party insurance company for the VT Retirement IncomeAdvantage Fund guarantees and is included along with other fund fees and expenses in the VT Retirement IncomeAdvantage Fund's net expense ratio. Guarantees are based on the claims-paying ability of the third-party insurance company. These guarantees are also subject to certain limitations, terms, and conditions. Your rights to these guarantees may be impacted if (1) you make any transfers, exchanges or withdrawals from the Fund (other than guaranteed withdrawals after you lock-in), (2) your Plan Sponsor switches retirement plan providers or removes the VT Retirement

IncomeAdvantage Fund from the plan lineup, or (3) the VT Retirement IncomeAdvantage Fund or the group annuity contract in which it invests is terminated. For additional information about the VT Retirement IncomeAdvantage Fund, please review these three documents: 1) *VT Retirement IncomeAdvantage Fund Important Considerations*, 2) the Fund's Fact Sheet and the Fund's Disclosure Memorandum . These documents are available online via Account Access (www. icmarc.org) or by contacting ICMA-RC Investor Services at 1-800-669-7400.

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- For IRA Owners: The investment options eligible for inclusion in Fund Advice or Managed Accounts are those permitted by the Vantagepoint IRA. You should know that while ICMA-RC selects the investment options for the Vantagepoint IRA, ICMA-RC does not select those options in the capacity of a fiduciary for your IRA account or for the Vantagepoint IRA. When making the Vantagepoint IRA investment options available to IRA owners, ICMA-RC is in no way recommending the selection of any particular investment option for inclusion in Fund Advice or Managed Accounts. The decision to include a particular investment option in Fund Advice or Managed Accounts and whether such fund will be part of a model advice portfolio is made by Morningstar Investment Management as the IFE.
- **Custody.** For **Managed Accounts**, the assets in the Account(s) shall be held in your name at a "qualified custodian" ("Custodian"), as defined by Rule 206(4)-2 under the Investment Advisers Act of 1940, as amended ("Advisers Act"). ICMA-RC will open a custodial account on your behalf with the Custodian, and you will receive written notice of the name and address of the Custodian upon enrollment in Managed Accounts. You understand that the Custodian will, at a minimum, provide you with quarterly statements with respect to the Account(s). Statements shall include the securities and cash, if any, in the Account(s) at the end of the applicable period and all transactions in the Account(s) during that period. You further understand that ICMA-RC will not be liable for any act or omission of the Custodian. Nothing in this Section shall prohibit ICMA-RC from directly billing the Account(s) for fees incurred under this Agreement in accordance with Advisers Act Rule 206(4)-2, or other applicable law.
- **Fund Advice Annual Fee.** An annual standard fee of \$20 will be charged to your Account(s) for participating in **Fund Advice.** You understand that the **Fund Advice** fee does not cover any other fees or expenses associated with your Account(s). For retirement plan accounts, the actual fee you are charged depends on the Plan you participate in and may be lower than \$20 but not higher. The fixed annual fee will be charged to your Account(s) following enrollment and will entitle you to use the service for a twelve-month period. For each succeeding twelve-month period for which the **Fund Advice** service is initiated or continued, you will be required to pay the annual fee in order to continue receiving the service. If this fee is not paid, the contract terminates automatically and a new contract must be entered into in order to re-access **Fund Advice.**

**Managed Accounts Advisory Fee.** An annual advisory fee will be charged to your Account(s) based on a percentage of the average daily balance of eligible assets in your Account(s). The advisory fee will be charged to cover ongoing management of the eligible assets in your Account(s), the communications ICMA-RC sends to keep you informed about your Account(s), and the related service you receive. The fee is payable in arrears in monthly increments as of the last day of each calendar month. In the event your participation in **Managed Accounts** terminates before the end of the month, the fee will be prorated based on the number of days the Account(s) was managed during the calendar month, unless ICMA-RC chooses to waive the fee for that period.

You will have six calendar days after enrolling in **Managed Accounts** to terminate the service without incurring the Managed Accounts fee.

The **Managed Accounts** fee will be calculated as a percentage of the Accounts(s)' value and applied to the Accounts(s) as a fixed dollar amount. If you receive **Managed Accounts** advice on multiple accounts, account balances for all accounts enrolled in **Managed Accounts** are aggregated for the purpose of calculating fees. The standard **Managed Accounts** fee schedule is:

Account Balance	Annual Fee
First \$100,000	0.40%
Next \$100,000	0.35%
Next \$300,000	0.25%
Over \$500,000	0.00% (no additional fee charged)

For retirement plan accounts, the actual fee you are charged depends on the Plan(s) you participate in and may be lower then what is listed above. An example of the Managed Accounts fee charged under the standard schedule is as follows: if your Accounts(s) balance is \$500,000, the first \$100,000 will be charged a fee of 0.40%, the next \$100,000 will be charged a fee of 0.25%. Any assets over \$500,000 would be charged a fee of 0.00% (no additional fee charged).

The **Managed Accounts** fee will be deducted pro-rata against all investments in any Account(s) included in **Managed Accounts** and will be assessed on a pro-rata basis among your eligible investments. This Agreement constitutes authorization for the Custodian to pay fees to ICMA-RC directly from the Account(s), in accordance with Advisers Act Rule 206(4)-2. The fee will be deducted directly from your Account(s) and will be reflected as a fee charge on your quarterly statement.

Certain Eligible Investment Options may charge a redemption fee on specific transactions. Transactions initiated under **Managed Accounts** may result in such redemption fees being charged to you. Any applicable redemption fees will be deducted directly from your Account(s).

You understand that the **Managed Accounts** fee covers only our advisory fee for allocating and reallocating assets in your Account(s) and does not cover any other fees or expenses associated with your Account(s).

**Risks of Investing.** Investments in your retirement savings Account(s) are subject to the risks associated with investing in mutual funds and other securities, and will not always be profitable. Although each Eligible Investment Option is subject to a degree of risk that could affect their performance, certain investment options entail additional risk specific to their asset class. For example, high yield bond investments are subject to increased risk of default, compared to higher rated securities. Foreign investments are subject to greater risks of currency fluctuations and political uncertainty. Equity

securities of companies with relatively small market capitalization may be more volatile than securities of larger, more established companies. Specialty funds invest in a limited number of companies and are generally non-diversified.

The advice provided under **Fund Advice** or **Managed Accounts** does not take into account your personal risk tolerance with respect to your investment objectives. Moreover, the Morningstar Investment Management process used to generate the advice under **Fund Advice** or **Managed Accounts** may involve investment risk that exceeds your acceptable risk tolerance level.

For retirement plan accounts, you agree to release, hold harmless and indemnify your sponsoring employer or other sponsoring entity, from and against any and all liability, loss, cost or expense arising out of any action or decision you make in reliance upon information provided through **Fund Advice** or allocations made through **Managed Accounts.** ICMA-RC does not guarantee the results or timing of any recommendations, or that the objectives of the funds or your Account(s) will be met. Except as otherwise required by law, ICMA-RC will not be liable for:

- Any loss resulting from following your instructions or using inaccurate, outdated or incomplete information you provide;
- Any act or failure to act by a fund or any of its agents or any other third party; and
- Any loss in the market value of your Account(s), except for losses resulting from our breach of fiduciary duty, bad faith, or gross negligence.

However, nothing in this Agreement shall constitute a waiver of, or limitation on, any rights you have under federal and state laws to the extent such rights may not be waived or limited.

#### **Changes in Managed Accounts**

- For Retirement Plan Accounts, Managed Accounts has been made available for you to invest your eligible Plan assets under arrangements with your employer sponsoring your Plan or the Plan's named fiduciary, including an investment management services agreement between your employer sponsoring your Plan or the Plan's named fiduciary and ICMA-RC. The employer sponsoring your Plan or the Plan's named fiduciary may modify or terminate this arrangement at any time. See Termination, below, for more details. Managed Accounts and the terms under which it is made available to you are subject to material change only by agreement between your employer sponsoring your Plan or the Plan's named fiduciary and ICMA-RC.
- For Vantagepoint IRA Owners. Changes to the terms and conditions of Managed Accounts may be made by ICMA-RC. You will be provided thirty (30) days notice of any change in the terms and conditions of the service. See Termination, below, for additional details.

Account Activity and Timing. Under Managed Accounts, ICMA-RC will manage the eligible assets in your Account(s) so that they generally align with the appropriate model advice portfolio. Due to activity you may initiate, such as loans, withdrawals and market activity in the Account(s), your investments may deviate from the associated model advice portfolio. Quarterly, or as you notify ICMA-RC of changes to your personal and financial information, Morningstar Investment Management re-examines the model advice portfolio to determine if a reallocation to a different model advice portfolio is needed. If a new model advice portfolio is needed, your Account(s) assets will be reallocated and rebalanced to the new model's target asset allocation. Quarterly, assuming a new model advice portfolio is not needed, Morningstar Investment Management reviews the allocation of your current Account to determine if any fund deviates from the recommended model advice portfolio by more than a pre-specified minimum percentage, which would at no time be greater than 3%. If it does, ICMA-RC will transfer assets among the currently designated funds to ensure your Account remains consistent with the target allocation of the model advice portfolio 67)

During the time you are enrolled in **Managed Accounts**, you are prohibited from initiating exchanges of eligible assets and directing how new contributions are allocated in your Account(s).

For retirement plan accounts, in-service distributions, withdrawals, and loans will be satisfied according to Plan rules, and may temporarily impact our ability to closely track the model advice portfolio. Transfers to an alternate payee pursuant to a qualified domestic relations order ("QDRO") will be governed by court order and Plan rules, but such a transfer will immediately terminate our obligation to manage the portion of the Account(s) transferred, unless the alternate payee is eligible and separately elects to participate in Managed Accounts. On rare occasions due to: market conditions, such as fund closure, system availability, fund restrictions, Plan rules, Plan sponsor action, or other circumstances ICMA-RC may be prevented or delayed from processing transactions in accordance with your direction or the direction of Managed Accounts. Certain Plan rules or restrictions may not be applicable while you are enrolled in Managed Accounts. We, our affiliates, the Plan, and your employer sponsoring the plan will not be responsible for any losses, damages, or missed price opportunities in these circumstances. As we manage the eligible assets in your Account(s), we will consider the effect of any corrections applied to your Account(s), but we will not attempt to make any retroactive changes to management decisions that were previously made.

Any pending fund transfer requests and pending future contribution allocation requests you may have initiated will be cancelled upon your enrollment in **Managed Accounts.** 

All rollover or transfer assets or maturing Certificates of Deposit will be allocated according to the contribution allocation assigned to your Account(s) under **Managed Accounts**.

Termination. You may choose to terminate your participation in Managed Accounts at any time, with no additional charge. Advisory fee charges will be prorated based on the number of days your Account(s) was managed during the month unless waived. Your termination election will be effective upon confirmation of receipt of your termination request. Participation in Managed Accounts will terminate automatically: (i) if you initiate a fund transfer or asset reallocation while in Managed Accounts; or (ii) for that portion of your Account(s) transferred to an alternate payee pursuant to a QDRO. Upon notification of your death, participation will also terminate and your Account(s) will remain in the then-current investments until alternate direction from an authorized party is provided. Termination will not affect: (i) the validity of any action previously taken, (ii) any liabilities or obligations for transactions initiated before termination, and (iii) our right to charge and retain fees for services rendered. We will have no obligation to recommend or take any action with regard to assets in your Account(s) after termination of Managed Accounts. **Reports.** You will receive confirmations of all transactions in your Account(s). In addition, you will receive quarterly statements consisting of all activity in the Account(s), all fees and expenses, and the beginning and ending value of the Account(s) for the period.

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- Shareholder and Other Rights. You are responsible for exercising any applicable shareholder and other rights with respect to investment options in your Account(s). ICMA¬RC will not exercise any shareholder rights on your behalf unless required by law. ICMA-RC will not advise you on the voting of proxies for fund shares held in your Account(s). In addition, ICMA-RC will not advise you on legal proceedings, including bankruptcies and class actions, involving investment options.
- Additional Information and Acknowledgements. Fund Advice and Managed Accounts rely on historical performance and other data all of which have limitations. Past performance of investments is no guarantee of future results. Fund Advice and Managed Accounts depend upon a number of factors, including the information you provide to us, information which is provided to us on your behalf by your Employer or Plan, various assumptions, and estimates, and other considerations. As a result, the forecast developed, and the analysis and actions taken by ICMA-RC are not guarantees that you will achieve your retirement goals. You acknowledge that we are basing our actions with respect to your Account(s) on the information you provide to us, or information which is provided to us on your behalf by your Employer or Plan, and agree that if you participate in Managed Accounts you will provide updated personal and financial information as necessary. We shall not be liable to you for any misstatement or omission contained in personal and financial information we receive from you, your Employer, or your Plan, or any loss, liability, claim damage or expense whatsoever arising out of or attributable to such misstatement or omission. Some of the information provided in conjunction with Fund Advice and Managed Accounts is provided by independent third parties and not by ICMA-RC or its IFE. We do not make any guarantees or warranties, express or implied, as to the accuracy, timeliness or completeness of such information. You understand and agree that Fund Advice and Managed Accounts do not recommend investments with respect to any individual stocks or bonds, other than shares or units of Eligible Investment Options and also may not consider all investment alternatives available under your Plan or through the Vantagepoint IRA, either with the understanding of your employer sponsoring your plan or because either ICMA-RC or its IFE has determined that adequate data does not exist for us to appropriately consider such alternatives.

You understand that our providing **Fund Advice** or **Managed Accounts** should not be considered to be our approval or endorsement of the available alternatives in your Plan or in the Vantagepoint IRA.

You further understand that we provide advisory services and manage accounts for other investors, including: participants in your Plan, participants in other plans, Vantagepoint IRA owners, and other investors. The advisory services, advice or actions we take or provide to such other individuals and entities may differ from those provided to you. We are not obligated to recommend or disclose to you any investment recommendations or actions we provide or take on behalf of such other individuals or entities.

Eligible Participants. Fund Advice and Managed Accounts are offered only to persons residing in the United States and nothing herein shall be construed as an offer of this service in other jurisdictions.

- **Non-Solicitation.** No part of **Fund Advice** or **Managed Accounts** should be construed as an offer to sell or buy the securities mentioned. The advice provided reflects the deduction of taxes based on the information we know about you. It is not intended to provide legal, accounting or tax advice and should not be relied upon in that regard. If desired, you should obtain advice specific to your circumstances from your own legal, accounting, or tax advisors.
- Interest in Client Transactions. Fund Advice and Managed Accounts may recommend mutual funds or other investments available under your Plan or through the Vantagepoint IRA, some or all of which may be managed by ICMA-RC or an affiliate, or with respect to which ICMA-RC or one of its affiliates receives administrative or record keeping fees. When investing in any investment alternatives or any other security whether through Fund Advice or Managed Accounts or otherwise, please obtain and read a copy of the current prospectus or other available descriptions of the investment alternative, which contains more complete information, including sales charges and expenses.
- **Personal Information.** The use and storage of any information including, without limitation, your account number, password, identification, portfolio information, account balances and any other information available on your personal computer is your sole risk and responsibility. You are responsible for providing and maintaining the communications and equipment (including personal computers and modems) and telephone or alternative services required for accessing and utilizing electronic or automated services, and for all communications service fees and charges incurred by you in accessing these services. For retirement plan accounts only: You consent to the sharing of personal data about you with any of your employers, Plans, administrators, record keepers, custodians or other person necessary for us to provide **Fund Advice** or **Managed Accounts** to you.
- Agreement to Arbitrate. You acknowledge and agree that any controversy or claim arising out of or relating to this Agreement or the breach thereof, or relating to ICMA-RC's investment advisory business, as described herein, shall be submitted to arbitration administered by the American Arbitration Association. Arbitration is final and binding on the parties and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Arbitration must be commenced by service upon the other party of a written demand for arbitration or a written notice of intention to arbitrate. By agreeing to this arbitration agreement, you do not waive any rights you may have under any applicable state and federal securities laws.

In agreeing to arbitration, you understand that:

- Arbitration is final and binding on the parties
- The parties are waiving their right to seek remedies in court, including the right to jury trial
- Pre-arbitration discovery is generally more limited than and different from court procedures
- The arbitrator's award is not required to include factual findings or legal reasoning and any party's right to appear or to seek modifications of rulings by the arbitrator is strictly limited

- Where more than one arbitrator is appointed, the panel of arbitrators typically may include a minority of arbitrators who are or were affiliated with the securities industry
- Fees, costs and expenses in connection with an arbitration shall be paid by customer

The arbitration shall be conducted in Washington, DC, pursuant to the Commercial Arbitration Form Rules of the American Arbitration Association, then in effect, and may occur before a panel of one or three arbitrators in accordance with the rules of the organization administering the arbitration.

- **Rights Under ERISA and Advisers Act.** Nothing in this Agreement should be construed to mean you are waiving any rights to which you are statutorily qualified under the Employee Retirement Income Security Act of 1974, as amended ("ERISA") or the Advisers Act. The federal securities laws and ERISA impose liabilities under certain circumstances on persons who act in good faith; thus, nothing in this Agreement shall in any way constitute a waiver or limitation on any rights which the undersigned may have under federal securities laws or ERISA.
- **Governing Law.** This Agreement shall be governed by the Advisers Act, to the extent applicable, by ERISA, and to the extent not preempted, by the laws of the State of Delaware, without giving effect to the choice of law provisions contained therein.
- **Contact and Communications.** Any notices required or desired to be sent to ICMA-RC may be delivered in person, by registered or certified U.S. mail, postage paid, return receipt requested, overnight courier or confirmed facsimile to Legal Department, ICMA Retirement Corporation, 777 North Capitol Street, N.E., Suite 600, Washington, D.C., 20002-4240. You understand and agree that, for our mutual protection, we may monitor any or all your communications with us, including keeping copies of all written correspondence and e-mails. Any notices or materials required or desired to be sent to you shall be sent to your most recent address received by ICMA-RC until such time as ICMA-RC receives an amended address.
- **Extraordinary Events.** We shall not be liable for loss caused directly or indirectly by government restrictions, exchange or market rulings, suspension of trading, war, strikes, pandemic flu or other conditions beyond our control. We shall not be responsible for damages caused by equipment failure, communications line failure, unauthorized access, theft, systems failure, and other occurrences beyond our control.
- Additional Provisions. You agree not to assign this Agreement, and we agree not to assign this Agreement (within the meaning of the Advisers Act) without your consent. If any provision or condition of this Agreement shall be held to be invalid or unenforceable by any court or regulatory or self-regulatory agency or body, such invalidity or unenforceability shall attach only to such provision or condition.

The validity of the remaining provisions and conditions shall not be affected thereby and this Agreement shall be carried out as if any such invalid or unenforceable provision or condition were not contained herein.

Form ADV Part 2A. Part 2A of ICMA-RC's Form ADV ("Brochure"), contains additional information about ICMA-RC and our advisory services and is available on our web site at www.icmarc.org, on the SEC's web site at www.sec.gov, or by contacting ICMA- RC Investor Services at 800-669-7400. By entering into this Agreement, you represent that you have received and reviewed a copy of the Brochure.

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#### PRIVACY

- **Protection of Nonpublic Personal Information.** ICMA-RC is subject to various privacy requirements for the protection of its clients under the Gramm-Leach-Bliley Act ("GLBA") and regulations promulgated pursuant to GLBA.
  - **Definition of Nonpublic Personal Information.** Nonpublic personal information of customers or consumers ("NPI") includes, but is not limited to, names, addresses, account balances, account numbers, account activity, Social Security numbers, taxpayer identification numbers, and sensitive financial and health information. NPI includes information on our forms or in a database of any kind, information created by us, information collected by or on behalf of us and personally identifiable information derived from NPI.
  - **Disclosure and Use of NPI.** All NPI that ICMA-RC obtains as a result of offering these services to you shall not be used, disclosed, reused, or redisclosed to any unaffiliated third party, except to carry out the purposes for which the information was disclosed.

ICMA-RC shall be permitted to disclose relevant aspects of the NPI to its officers, agents, subcontractors, employees, and the IFE only to the extent that such disclosure is reasonably necessary for the performance of its duties and obligations under the Agreement.

The obligations of this Section shall not restrict any disclosure by ICMA-RC pursuant to any applicable state or federal laws or regulations, or by request or order of any court or government agency.

**Security of NPI.** ICMA-RC further agrees that it has established and maintains policies and procedures designed to ensure the confidentiality and security of NPI. This shall include procedures to protect against anticipated threats or hazards to the security or integrity of the information and unauthorized access to or use of the information.

#### ACCEPTANCE

You acknowledge that by enrolling in either Fund Advice or Managed Accounts you have read and understand: 1) the Fund Advice annual fee and the Managed Accounts advisory fees explained in this Agreement; 2) the possibility of allocation to the VT Retirement IncomeAdvantage Fund explained in this agreement; 3) ICMA-RC's Brochure (Form ADV Part 2A) further describing Managed Accounts and Fund Advice; and 4) this Agreement.

#### Further, your use of the Fund Advice or Managed Accounts services will signify your consent to be bound by all the terms and conditions stated in this Agreement.

Under **Managed Accounts**, a confirmation package will be generated following receipt in good order of all necessary documentation. This package will confirm your personal and financial information, and it will provide the results of your wealth forecast and the investment advice pertaining to it.



BUILDING PUBLIC SECTOR RETIREMENT SECURITY

ICMA RETIREMENT CORPORATION 777 NORTH CAPITOL STREET, NE WASHINGTON, DC 20002 800-669-7400 WWW.ICMARC.ORG

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**REVISED 06/2017** 

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Part 2A of Form ADV: Firm Brochure

For Guided Pathways® and Retirement Readiness Reports Advisory Services

March 31, 2017

# **ICMA Retirement Corporation**

777 North Capitol Street, N.E. Washington, DC 20002-4240 800-669-7400 www.icmarc.org

This brochure provides information about the qualifications and business practices of ICMA Retirement Corporation ("ICMA-RC"). If you have any questions about the contents of this brochure, please contact us at 800-669-7400. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission ("SEC") or by any state securities authority.

Additional information about ICMA-RC also is available on the SEC's website at <a href="http://www.adviserinfo.sec.gov">www.adviserinfo.sec.gov</a>

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#### **Item 2 Material Changes**

No material changes since the March 30, 2016 amendment to this brochure.

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#### Item 4 Advisory Business

ICMA-RC is a Delaware non-profit corporation established in 1972 to assist state and local governments and their agencies and instrumentalities ("Plan Sponsors") in the establishment and maintenance of deferred compensation and qualified retirement plans ("Retirement Plans") for their public sector employees. ICMA-RC offers a full range of retirement plan administration services to Plan Sponsors, including administration, recordkeeping, and education services. ICMA-RC has been an SEC registered investment adviser since 1983 and provides a number of different investment advisory services, including the following:

#### **Guided Pathways Advisory Services**

Since March 2007, ICMA-RC has offered educational and advisory services to Retirement Plan participants enrolled in Guided Pathways Advisory Services. In March 2013, ICMA-RC began offering Guided Pathways Advisory Services to investors in the Vantagepoint IRA administered by ICMA-RC (Vantagepoint IRA investors and Retirement Plan participants referred to collectively as, "Participants"). Guided Pathways Advisory Services include:

**Managed Accounts** – discretionary, on-going investment management for allocation of invested assets among mutual funds and other pooled investment vehicles available within an ICMA-RC administered Retirement Plan or Vantagepoint IRA;

**Fund Advice** – nondiscretionary, point-in-time, individualized fund specific investment portfolio recommendations to Participants looking for help in selecting specific fund investments for their accounts from among the investment options made available through their Retirement Plan or the Vantagepoint IRA; and

Asset Class Guidance – nondiscretionary, point-in-time, individualized asset allocation recommendations for Participants looking for assistance in selecting Retirement Plan or Vantagepoint IRA investments at the asset class level such as large-cap, small cap or international equities. Asset Class Guidance does not provide advice on specific investment options.

Fund Advice and Asset Class Guidance are generally available to Participants in Retirement Plans administered by ICMA-RC, unless expressly prohibited by the Retirement Plan sponsor. For Managed Accounts, the Plan Sponsor must expressly adopt that service before it is made available to the Retirement Plan's participants. Unlike Fund Advice and Managed Accounts, Asset Class Guidance is provided to Participants at no cost and is for educational purposes only. Asset Class Guidance is not intended to be investment advice or serve as the sole or primary basis for a Participant's investment decisions.

ICMA-RC delivers Guided Pathways Advisory Services via a combination of online, mail, and telephone media as well as in-person meetings. Individual ICMA-RC associates with Series 65 licenses deliver or facilitate the delivery of the Guided Pathways Advisory Services to the investor.

As part of Guided Pathways Advisory Services, ICMA-RC has entered into a contract with Morningstar Investment Management LLC ("Morningstar Investment Management") to serve as the Independent Financial Expert ("IFE"). Morningstar Investment Management is an SEC registered investment adviser and wholly owned subsidiary of Morningstar, Inc. In its role as IFE, Morningstar Investment Management first develops overall asset class allocation models. It then develops a fund-specific investment portfolio for each of the asset class allocation models. For Retirement Plan participants, the investment options eligible for inclusion in the portfolios are limited to only those funds chosen for the Retirement Plan by the Plan Sponsor. For Vantagepoint IRA investors, the investment options eligible for inclusion in the portfolios are limited to those funds permitted by the Vantagepoint IRA. For Participants who select Managed Accounts discretionary management, Morningstar Investment Management determines the fund-specific investment portfolio that it determines is most appropriate based on the Participant's financial situation, investment time horizon, sustainable retirement income, and other relevant factors. ICMA-RC then allocates the assets of the Participant's account in accordance with the Morningstar Investment Management recommended portfolio. Quarterly, or as a Participant notifies ICMA-RC of changes to his or her personal and financial information, Morningstar Investment Management re-examines the investment portfolio to determine if a reallocation to a different investment portfolio is needed. If a new investment portfolio is needed, the Participant's assets will be reallocated and rebalanced to the new target asset allocation.

For those opting for the nondiscretionary Fund Advice, Morningstar Investment Management recommends the appropriate fund-specific investment portfolio, ICMA-RC delivers the recommendation to the Participants, and Participants choose whether to implement the recommendation.

For Asset Class Guidance, Morningstar Investment Management recommends the appropriate asset class allocation model, ICMA-RC delivers the recommendation to the Participants, and Participants choose: (1) whether to implement the recommended asset class allocation model; and (2) which specific investment options to populate the recommended asset classes.

Under the Guided Pathways Advisory Services, Morningstar Investment Management's recommendations are based on a Participant's financial situation, investment time horizon, sustainable retirement income, and other personal and financial information provided to ICMA-RC by the Plan Sponsor or Participant. "Financial situation" incorporates information about Participants' income and assets, and "investment time horizon" reflects when Participants expect to begin withdrawing assets from their account.

Morningstar Investment Management employs Monte Carlo simulations to determine the likely annual retirement income that a participant will be able to sustain, through depletion of retirement savings, over a period greater than normal life expectancy. Morningstar Investment Management provides a recommended withdrawal plan designed to optimize the tax efficiency of withdrawals from each available income source.

In determining an appropriate target asset mix for retirement accounts in Guided Pathways Advisory Services, Morningstar Investment Management also considers information about all non-Retirement Plan assets of the Participant that has been provided to ICMA-RC. While ICMA-RC will not provide investment advice with respect to assets outside of a Retirement Plan or Vantagepoint IRA, Morningstar Investment Management will take those outside assets into consideration in the advice process. For example, if the outside assets are invested more in equity, Morningstar Investment Management may recommend a more conservative investment portfolio. Conversely, if the outside assets are invested more in cash or bonds or if information is provided on a pension/defined benefit plan, Morningstar Investment Management may recommend a more aggressive investment portfolio.

Under Asset Class Guidance and Fund Advice, Participants may elect to implement some or all of the advice provided, including electing to not invest in certain asset classes or specific funds. Under the discretionary Managed Accounts service, Participants may select an alternate investment portfolio as opposed to the recommended investment portfolio, and will remain in this alternate portfolio until they instruct ICMA-RC otherwise. When an account is allocated in accordance with an alternate portfolio selected by the Participant, Morningstar Investment Management will continue to rebalance the account to align it with the alternate portfolio; however, Morningstar Investment Management will not reallocate the account to a different portfolio, even if the Participant notifies ICMA-RC of changes to his or her personal or financial information. Selection of an alternate portfolio may decrease the likelihood of achieving the Participant's retirement goals as calculated by Morningstar Investment Management.

The investment advice and asset allocation guidance provided under Guided Pathways Advisory Services does not take into account nor does it make any assumption related to a Participant's personal risk tolerance with respect to their investment objectives. As a result, the forecast and recommendations may involve investment risk that exceeds a Participant's acceptable risk tolerance level.

As of December 31, 2016, ICMA-RC managed \$1,529,199,268 under the discretionary Managed Accounts service. ICMA-RC does not manage Managed Accounts client assets on a non-discretionary basis. As of December 31, 2016 accounts with a total of \$44,379,126 were enrolled in the non-discretionary Fund Advice service.

#### **Retirement Readiness Reports**

As an added feature of the Guided Pathways Advisory Services platform, and at the request of a Plan Sponsor, ICMA-RC may provide Retirement Readiness Reports ("Reports") to full-time employees of a Plan Sponsor (both existing Retirement Plan participants and non-participant employees). These Reports include: (1) a forecast of the individual employee's income at retirement in relation to a retirement income objective provided by the Plan Sponsor; (2) a set of recommendations (including potential changes in savings rate) to help the employee reach this retirement income objective; and (3) an asset allocation and fund specific recommendations based on certain employee specific data and available investment options in the Retirement Plan. ICMA-RC has engaged Morningstar Investment Management uses the same investment methodologies and software to generate the Reports that it uses for the Guided Pathways Advisory Services program described above.

Once a Plan Sponsor requests a Report, it is generated based on Plan Sponsor-provided personal and financial status information and assumptions (e.g., target annual retirement income and retirement age) for each employee. If any of the information or assumptions

are inaccurate, an employee should not rely on the recommendations provided in the Report. Existing Retirement Plan participants may contact ICMA-RC to correct any information that is inaccurate or does not apply to their personal situation or to provide additional information not depicted in the Report.

Employees may or may not elect to implement some or all of the advice provided, including electing to not invest in certain asset classes or specific funds.

#### Item 5 Fees and Compensation

#### **Guided Pathways Advisory Services**

*Managed Accounts* – Participants who enroll in Managed Accounts are assessed an asset based fee that is charged on a monthly basis. Managed Accounts fees are calculated as a percentage of the average daily account value at the end of each month. For Retirement Plan participants, the standard Managed Accounts Fee Schedule may be waived or discounted by agreement with the Plan Sponsor. However, the fees for Managed Accounts services are non-negotiable at the Participant level.

For Participants receiving Managed Accounts advice on multiple accounts, the asset based fee is calculated based on the aggregate account balances for all accounts the Participant has enrolled in Managed Accounts. The standard Managed Accounts Fee Schedule is shown below:

Account Balance	Annual Fee
First \$100,000	0.40%
Next \$100,000	0.35%
Next \$300,000	0.25%
Over \$500,000	0.00% (no additional fee charged)

On a monthly basis, the Managed Accounts Fee will be deducted pro-rata in arrears against all investments in any account enrolled in Managed Accounts. If participation in Managed Accounts terminates before the end of any month, the fee will be based on the number of days the account was managed during the calendar month.

*Fund Advice* – Fund Advice is provided to Participants for a fixed annual fee of \$20. The fee is charged to the account following enrollment and entitles Participants to use the service for a twelve-month period. For each succeeding twelve-month period for which the Fund Advice service is initiated or continued, Participants are required to pay the annual fee. If this fee is not paid, the Fund Advice service terminates automatically and a new contract must be entered in order to re-access Fund Advice. This fee may be waived for certain Retirement Plan participants with high account balances and/or who are enrolled in selected Retirement Plans.

Asset Class Guidance – No fee is assessed for Asset Class Guidance.

Participants that invest in the collective funds and mutual funds made available to their Retirement Plans or through the Vantagepoint IRA will indirectly bear their proportionate share of the fees and expenses that are paid at the fund level and borne by all shareholders or unit holders. These fees and expenses typically include, among others, investment advisory, transfer agent, custodial and distribution fees and portfolio brokerage costs that are paid by each fund and/or its underlying fund. The above fund fees and expenses are in addition to the advisory fees charged to Participants in the Guided Pathways Advisory Services program.

#### **Retirement Readiness Reports**

ICMA-RC does not charge recipients for their Retirement Readiness Reports. The costs for the Reports are included in the fees paid by a Retirement Plan to ICMA-RC for providing Retirement Plan recordkeeping, administrative, and educational services.

#### **Other Compensation – Guided Pathways Advisory Services**

While ICMA-RC makes available no-load funds or funds that have agreed to waive loads for Participants, ICMA-RC or one of its affiliates typically receive asset-based fees for providing investment advisory, recordkeeping, administrative and/or retirement plan administration services with respect to the funds in which Participants invest. Please see the response to Item 11, under Participation or Interest in Client Transactions, for a description of any potential conflict of interest from ICMA-RC's receipt of these fees.

Within their ICMA-RC-administered Retirement Plan accounts or Vantagepoint IRA accounts, Participants *do not* have the option to purchase funds recommended in the Guided Pathways Advisory Services program and Retirement Readiness Reports through other brokers or agents. However, Participants *do* have the option to purchase some of the funds recommended in the Guided Pathways Advisory Services program and Retirement Readiness Reports *outside of* their ICMA-RC-administered Retirement Plan or Vantagepoint IRA accounts through other brokers or agents.

#### Item 6 Performance-Based Fees and Side-By-Side Management

Not applicable.

#### **Item 7** Types of Clients

#### **Guided Pathways Advisory Services**

Guided Pathways Advisory Services are available to individual participants in employersponsored state and local Retirement Plans administered by ICMA-RC and to Vantagepoint IRA investors. There is no minimum account size required to participate in any of the Guided Pathways Advisory Services. While Fund Advice and Asset Class Guidance are generally available to all Retirement Plan participants, the Plan Sponsor must expressly adopt Managed Accounts before it is made available to the Retirement Plan's participants.

#### **Retirement Readiness Reports**

At the request of a Plan Sponsor, ICMA-RC may provide Retirement Readiness Reports to all full-time employees of the Plan Sponsor (both existing Retirement Plan participants and non-participants).

#### Item 8 Methods of Analysis, Investment Strategies and Risk of Loss

#### **Guided Pathways Advisory Services and Retirement Readiness Reports**

In making investment recommendations under Guided Pathways Advisory Services and Retirement Readiness Reports, Morningstar Investment Management first constructs asset class allocation models. These are constructed to provide a spectrum of risk/reward choices appropriate for a broad range of Participants. The allocation among asset classes is based on historic and projected returns and return patterns (standard deviations and correlations) for the asset classes.

After the asset class allocation models are established, Morningstar Investment Management then constructs fund-specific investment portfolios for each of the asset class allocation models. Morningstar Investment Management uses various quantitative criteria including style-based returns and tracking error, fund expense levels, and alpha. In addition, Morningstar Investment Management conducts a qualitative review and assessment for each fund-specific investment portfolio prior to its recommendation.

Morningstar Investment Management's investment portfolios are based on and specific to the investment options available for each Retirement Plan or the Vantagepoint IRA. Morningstar Investment Management, however, does not determine the Retirement Plan or Vantagepoint IRA investment options upon which the investment portfolios are based. For Retirement Plans, the Plan Sponsor has exclusive responsibility for selecting the Plan's investment options, and those selections are made independent of Guided Pathways Advisory Services. For the Vantagepoint IRA, ICMA-RC selects the available investment options. While ICMA-RC selects the overall investment options for the Vantagepoint IRA, it does not recommend the selection of any particular investment option for inclusion in Fund Advice or Managed Accounts.

Investments in funds recommended by Morningstar Investment Management are subject to the risks associated with investing in mutual funds, collective funds, and other securities, and will not always be profitable. Although each investment option available through the Retirement Plan or Vantagepoint IRA is subject to a degree of risk that could affect their performance, certain investment options entail additional risk specific to their asset class. For example, high yield bond investments are subject to increased risk of default, compared to higher rated securities. Foreign investments are subject to greater risks of currency fluctuations and political uncertainty. Equity securities of companies with relatively small market capitalization may be more volatile than securities of larger, more established companies. Specialty funds invest in a limited number of companies and are generally non-diversified.

Based on the information provided by the Participant, Morningstar Investment Management may recommend that a portion of the Participant's assets be invested in the VT Retirement IncomeAdvantage Fund, a VantageTrust Fund that invests in a separate account under a group variable annuity issued by a third-party insurance company. The separate account, in turn, invests in underlying collective trust funds that are subject to the risks associated with investing in those vehicles, such as stock market risk, preferred stock risk, inflation-adjusted securities risk, emerging market securities risk, interest rate risk, equity income/interest rate risk, credit risk, foreign securities risk, foreign currency risk, mid-cap securities risk, small-cap securities risk, indexing risk, U.S. government agencies securities risk, call risk, mortgage backed securities risk, asset-backed securities risk, active trading risk, derivative instruments risk, convertible securities risk and multimanager risk.

Insurance guarantees (i.e., the ability of the VT Retirement IncomeAdvantage Fund to allow participants to make periodic withdrawals after the account balance has been depleted) are provided by the third-party insurance company and are based on that company's claims paying ability. Further, investments in the VT Retirement IncomeAdvantage Fund involve the risk that the insurance guarantees may terminate under certain conditions, such as when: Participants may leave their Retirement Plan; the Plan Sponsor may switch Retirement Plan providers; the Plan Sponsor may remove the fund from the Retirement Plan's investment lineup; and the fund and/or the group annuity contract in which it invests may terminate.

The advice provided does not take into account nor does it make any assumption related to a Participant's personal risk tolerance with respect to their investment objectives. As a result, the forecast and recommendations may involve investment risk that exceeds a Participant's acceptable risk tolerance level.

#### **Item 9 Disciplinary Information**

Not Applicable.

#### **Item 10 Other Financial Industry Activities and Affiliations**

#### **Broker-Dealer**

ICMA-RC Services, LLC ("RC Services"), a wholly owned subsidiary of ICMA-RC, is a broker-dealer registered with the SEC and is a member of FINRA. Certain management persons of ICMA-RC are registered representatives of RC Services.

#### Investment Adviser

Vantagepoint Investment Advisers, LLC ("VIA"), a wholly owned subsidiary of ICMA-RC and an SEC registered investment adviser, served as the investment adviser to The Vantagepoint Funds prior to those funds being terminated and liquidated in 2016. VIA's investment advisory business is in the process of being revised.

#### **Banking Institution**

VantageTrust Company, LLC ("VTC") is a New Hampshire non-depository trust company and a wholly owned subsidiary of ICMA-RC. VTC is the sole trustee of VantageTrust ("VT"), VantageTrust II ("VT II") and VantageTrust III ("VT III") (collectively, the "VT Trusts"), trusts established and maintained by VTC for the purpose of the collective investment and reinvestment of assets of certain tax-exempt, governmental pension and profit-sharing plans, retiree welfare plans, related trusts and certain other eligible investors. ICMA-RC provides, for a negotiated fee, certain recordkeeping, management, and administrative services to VTC for the benefit of the eligible investors within the VT Trusts.

#### **Collective Trust Funds**

Investment options are offered to Retirement Plans and their participants through VantageTrust and VantageTrust II. Certain VT, VT II and VT III Funds invest in other funds of the VT Trusts. ICMA-RC receives asset based fees for investment advice and administrative services provided to VTC with respect to the VT, VT II and VT III Funds. ICMA-RC has entered into agreements with subadvisers for the performance of some or all of ICMA-RC's duties and responsibilities relating to certain Funds. ICMA-RC retains the responsibility and authority to monitor and review the performance of each subadviser, and VTC retains oversight of ICMA-RC's advisory responsibilities. ICMA-RC's investment advisory fees are in addition to any fees paid to the subadvisers.

#### Conflicts

Please see the response to Item 11, under Participation or Interest in Client Transactions, for a description of any potential conflict of interest from the above financial industry affiliations.

#### <u>Item 11 Code of Ethics, Participation or Interest in</u> <u>Client Transactions, and Personal Trading</u>

#### **Code of Ethics**

ICMA-RC adopted a Code of Ethics pursuant to Advisers Act Rule 204A-1 to help ICMA-RC meet its fiduciary obligations to its clients to act in the clients' best interests and to subordinate ICMA-RC and its associates' interests to the interests of ICMA-RC's clients. The Code of Ethics helps to ensure that ICMA-RC associates avoid or appropriately manage conflicts with the interests of clients. Under the Code of Ethics, all ICMA-RC associates are required to comply with ethical restraints relating to clients, including restrictions on giving gifts to, and receiving gifts from, clients in violation of ICMA-RC's gift policy.

ICMA-RC's Code of Ethics also addresses the SEC's "pay-to-play" rule, which is designed to prevent investment advisers from making political contributions or hidden payments in an effort to influence their selection by government officials to provide advisory services to government entities. ICMA-RC's Code of Ethics prohibits political contributions to certain state and local government officials, restricts using third party solicitors for potential clients unless those solicitors are subject to the pay to play rule, and implements a ban on engaging in fundraising activities for certain officials, political action committees, as well as state and local political parties. ICMA-RC's Political Contributions Policy contained in the Code of Ethics applies to all officers and employees of ICMA-RC and its affiliated entities regardless of position, responsibility or title. Exceptions to the political contribution prohibition are possible only upon approval of ICMA-RC's Chief Compliance Officer and only if, among other things, the amount of the contribution is the lesser of \$150 per year or per election.

Also as part of the Code of Ethics, ICMA-RC has adopted procedures to control the use of material, non-public information. These procedures take into account that ICMA-RC and its related persons may, from time to time, come into possession of material nonpublic and other confidential information which, if disclosed, might affect an investor's decision to buy, sell or hold a security. Under applicable law, ICMA-RC and its related persons are prohibited from improperly disclosing or using such information for their personal benefit or for the benefit of any other person, regardless of whether such other person is an advisory client of ICMA-RC. Accordingly, should such persons come into possession of material non-public or other confidential information with respect to any company, they may be prohibited from communicating such information to, or using such information for the benefit of, their respective clients, and have no obligation or responsibility to disclose such information to, nor responsibility to use such information for the benefit of, their clients when following policies and procedures designed to comply with law.

A copy of the Code of Ethics is available to any client or prospective client upon request.

#### Participation or Interest in Client Transactions

ICMA-RC makes available to Retirement Plans and their participants investment options in VantageTrust and VantageTrust II as well as third-party funds. With respect to Vantagepoint IRA accounts, ICMA-RC makes available third-party funds. As noted above in Item 10, ICMA-RC is affiliated with VantageTrust Company, LLC, the trustee for the VT Trusts. Certain VT, VT II and VT III Funds, including the VT Retirement IncomeAdvantage Fund, invest in other funds of the VT Trusts. When ICMA-RC makes available to participants investments through VT and VT II, a conflict of interest exists because ICMA-RC receives compensation in the form of advisory and/or administrative fees based on the assets invested in the VT, VT II and VT III Funds. Additionally, ICMA-RC receives administrative fees from its third-party fund settlement and clearing agent ("Clearing Agent") for providing administrative and other services based on Retirement Plan assets invested in third-party funds; such administrative fees come from payments made by third-party funds to the Clearing Agent. ICMA-RC may credit or make payments to certain Retirement Plans or employers based, in part, on anticipated administrative fee income from its Clearing Agent or may reduce the fees charged to Retirement Plans or employers for plan administration or other services based on such anticipated fee income to ICMA-RC ("administrative allowances"). These administrative allowances are negotiated, may not be directly tied to the payments received by ICMA-RC, and may be more or less than actual payments received. Any such crediting, allowance, or fee reduction arrangement is described in the Administrative Services Agreement with each Retirement Plan.

With respect to the VT Retirement IncomeAdvantage Fund, ICMA-RC receives an advisory fee and a services fee from the third-party insurance company for managing the separate account in which the Fund invests.

ICMA-RC selects the Vantagepoint IRA investment options. However, ICMA-RC does not recommend the selection of any particular investment option for inclusion in Fund Advice or Managed Accounts. ICMA-RC is not acting as a fiduciary when it selects the Vantagepoint IRA investment options. As described above, ICMA-RC will receive compensation based on an investor's allocation of assets among investment options within the Vantagepoint IRA.

Because of the above, a potential conflict of interest exists when ICMA-RC makes available the Guided Pathways Advisory Services program, either through Managed Accounts or Fund Advice, or Retirement Readiness Reports, because ICMA-RC also receives the additional compensation described above. In handling this potential conflict, ICMA-RC has designed Guided Pathways Advisory Services and its component Managed Accounts and Fund Advice services in accordance with the United States Department of Labor Advisory Opinion 2001-091A (the "Advisory Opinion"). The Advisory Opinion provides an authorization for retirement plan and IRA providers to offer investment advice to their participants provided, among other things, that the advice is generated by an Independent Financial Expert ("IFE"). ICMA-RC has selected Morningstar Investment Management to act as the IFE for Guided Pathways Advisory Services. Under the Advisory Opinion and ICMA-RC's contract with Morningstar Investment Management, ICMA-RC cannot influence the investment recommendations generated for Participants by Morningstar Investment Management. As such, ICMA-RC does not select the specific investment options that it recommends to a Managed Accounts or Fund Advice client. With respect to retirement plans, ICMA-RC also discloses the specific fees and expenses, as well as the compensation received from thirdparty funds, associated with a plan's investment options to Plan Sponsors, who have a fiduciary duty to select the investment options available to a Retirement Plan participant.

#### **Personal Securities Trading**

ICMA-RC and its associates are not obligated to refrain from recommending, buying or selling any security that ICMA-RC recommends to its clients, and may buy or sell for their own accounts, or for the accounts of any other client, any such security. Because ICMA-RC or certain of its associates (defined as "Access Persons") may invest in the same securities as ICMA-RC's clients, there exists a potential conflict of interest from placing their own corporate or personal interests ahead of those of their clients. There is also a potential conflict from ICMA-RC or its Access Persons having access to material, non-public information about the investments of their clients and using such information for personal gain in breach of their fiduciary duty to those clients.

In order to address these conflicts, ICMA-RC has implemented a Personal Securities Trading Policy that governs the personal investing activities of Access Persons and any associate that has gained access to Material Non-Public Information. The Personal Securities Trading Policy is designed to prevent unlawful practices in connection with personal securities trading of associates.

Access Persons are required to pre-clear certain securities trades and provide quarterly reports of their personal transactions. In addition, Access Persons must direct their brokers to provide copies to the CCO or the designee of all brokerage confirmations relating to all personal securities transactions in which they have a beneficial ownership interest.

A copy of the Personal Securities Trading Policy is available to any client or prospective client upon request.

ICMA-RC has also taken steps to ensure that associates who manage investments for ICMA-RC's own corporate portfolio do not misuse confidential information about client investments. ICMA-RC requires that trades for the corporate portfolio be placed in accordance with pre-clearance guidelines that mirror those in the Personal Securities Trading Policy. Additionally, the ICMA-RC associates that participate in the investment decision and transaction must attest that the trade was not based on material non-public information and that the trade does not conflict with the interests of other accounts managed by ICMA-RC or its affiliates.

#### **Item 12 Brokerage Practices**

Clients are not permitted to direct ICMA-RC to use specified brokers in performing portfolio transactions.

#### Guided Pathways Advisory Services – Managed Accounts

As recordkeeper for the Retirement Plans or Vantagepoint IRAs that it administers, ICMA-RC batches purchase and sale requests from Participants, including advisory clients and non-clients, for unaffiliated third-party mutual funds that are an investment

option of a client model portfolio for a Managed Accounts client. Such transactions are completely filled for all participating accounts on the date of the transaction. Because such orders are for registered mutual funds, the aggregation process does not have a material effect on the quality of the execution as all orders received in good order before 4:00pm (ET) will receive the same execution price.

#### Item 13 Review of Accounts

#### **Guided Pathways Advisory Services and Retirement Readiness Reports**

All investment advice provided to Participants in Guided Pathways Advisory Services is developed by Morningstar Investment Management, the Independent Financial Expert. ICMA-RC does not review the accounts of such Participants. However, ICMA-RC does annually review the asset allocation methodology and portfolios used by Morningstar Investment Management to develop the investment advice.

For Managed Accounts, reports outlining portfolio holdings and account performance are provided quarterly. These statements are mailed to all Managed Account Participants and are also available online. In addition, Managed Account Participants, on an annual basis, are provided with a detailed summary of the personal information they have provided as part of the Managed Accounts process and are asked to update the information if necessary.

#### Item 14 Client Referrals and Other Compensation

ICMA-RC does not pay third-parties for advisory client referrals. However, ICMA-RC does compensate certain ICMA-RC employees to solicit Managed Accounts clients. Such compensation is either based on the amount of net new enrollments in Managed Accounts, or is tied to the amount of new assets enrolled in Managed Accounts that is attributable to Retirement Plan Participants solicited by the employee. ICMA-RC structures all solicitation arrangements in accordance with SEC Rule 206(4)-3.

#### Item 15 Custody

#### **Guided Pathways Advisory Services**

For Managed Accounts, the assets in the account are maintained in the Participant's name by VTC, the "qualified custodian" as defined in Rule 206(4)-2 under the Investment Advisers Act of 1940, as amended. VTC is a wholly owned subsidiary of ICMA-RC (see Item 10). VTC is located at 777 North Capitol Street, NE, Washington DC 20002.

As the qualified custodian, VTC will send account statements on a quarterly basis. Participants should carefully compare the account statements that they receive from VTC with the quarterly statement that they receive from ICMA-RC.

#### **Item 16 Investment Discretion**

#### **Guided Pathways Advisory Services and Retirement Readiness Reports**

For Participants who select Managed Accounts discretionary management, ICMA-RC allocates assets of the Participant's account in accordance with the Morningstar Investment Management's recommended investment portfolio which Morningstar Investment Management has recommended as most appropriate based on the Participant's financial situation, investment time horizon, sustainable retirement income and other relevant factors.

Participants enrolled in Managed Accounts may personally select an alternate investment portfolio, as opposed to the investment portfolio recommended by Morningstar Investment Management, and would remain in this alternate portfolio until they instruct ICMA-RC otherwise. When an account is allocated in accordance with an alternate portfolio selected by the Participant, Morningstar Investment Management will continue to rebalance the account to align it with the alternate portfolio; however, Morningstar Investment Management will not reallocate the account to a different portfolio, even if the Participant notifies ICMA-RC of changes to his or her personal or financial information. Selection of an alternate portfolio may decrease the likelihood of Participants achieving their retirement goals as calculated by Morningstar Investment Management.

#### **Item 17 Voting Client Securities**

ICMA-RC does not have the authority to vote Managed Account securities. Individual clients that are also shareholders will receive their proxies or other solicitations directly from their custodian or a transfer agent. ICMA-RC does not provide advice about how clients should vote their proxies.

#### **Item 18 Financial Information**

Not Applicable.



# VT Retirement IncomeAdvantage Fund SUMMARY IMPORTANT CONSIDERATIONS

The VT Retirement IncomeAdvantage Fund, offered through your retirement plan, is specifically designed to help plan participants secure reliable retirement income they won't outlive.

This summary is intended to serve as an introductory explanation of the benefits and features of the VT Retirement IncomeAdvantage Fund. Before investing, please read the more complete explanation of this product, as well as the definitions for the terms highlighted in bold, in the *VT Retirement IncomeAdvantage Fund Important Considerations*. You can obtain this document by contacting ICMA-RC directly, using the contact information on the back page of this document.

### **ACCUMULATION PHASE**

Typically, your income during retirement will depend on how much you've saved by the time you retire. But market downturns as you approach and enter retirement may take your retirement savings — and your retirement dreams — down with them. That's why the VT Retirement IncomeAdvantage Fund was designed to let you keep investing in the market, while reducing the risk that losses may impact your income.

# WHAT IS THE VT RETIREMENT INCOMEADVANTAGE FUND PORTFOLIO?

The **VT Retirement IncomeAdvantage Fund** is a diversified, professionally managed portfolio that uses the fundamentals of asset allocation to create an asset mix best suited for individuals approaching and in retirement.

The VT Retirement IncomeAdvantage Fund includes a feature that sets a guaranteed floor or **"Income Base"** for calculating your lifetime income amount.

Once Prudential begins tracking the **VT Retirement IncomeAdvantage Fund Guarantees**, as described in "Additional Information," a **Guarantee Fee** is assessed. This fee is in addition to the standard investment management and recordkeeping fees. See the "Fees" section of "Additional Information" for more details.

For a detailed description of the asset mix that comprises the VT Retirement IncomeAdvantage Fund, please refer to the Fund's Fact Sheet and the Fund's Disclosure Memorandum available online through ICMA-RC's Account Access website at icmarc.org or by calling the number ICMA-RC at 800-669-7400.

# INVESTING IN THE VT RETIREMENT INCOMEADVANTAGE FUND: CONTRIBUTIONS, TRANSFERS, AND ROLLOVERS

Investing in the VT Retirement IncomeAdvantage Fund is similar to investing in other funds offered in your retirement plan. All you need to do is transfer some or all of your current balance and/or direct future **Contributions** to the VT Retirement IncomeAdvantage Fund. If your retirement plan permits, you may also roll over balances from previous employers' retirement plans.

Note: To maintain the VT Retirement IncomeAdvantage Fund Guarantees, you must invest in one or more of the VT Retirement IncomeAdvantage Funds. Like all variable investments, these funds may lose value. Guarantees are based on the claims-paying ability of **Prudential Retirement Insurance and Annuity Company** (Hartford, CT) and are subject to certain limitations, terms, and conditions. Withdrawals or transfers out of VT Retirement IncomeAdvantage Fund during the Accumulation Phase proportionately reduce guaranteed values and may even eliminate them. During the Withdrawal Phase, withdrawals in excess of the Lifetime Annual Withdrawal Amount will reduce future guaranteed withdrawals proportionately and may even eliminate them.

#### Your Market Value

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Your **Market Value** is the monetary value of the VT Retirement IncomeAdvantage Fund. Similar to other funds offered through your retirement plan, the Market Value will rise and fall based on market performance. This value increases dollar-for-dollar every time you add money to the VT Retirement IncomeAdvantage Fund. Conversely, it is reduced dollar-for-dollar every time you remove money from the VT Retirement IncomeAdvantage Fund. This amount is not guaranteed and may lose value at any time.

If you decide to remove all of your money from the VT Retirement IncomeAdvantage Fund, you will receive your Market Value as of the effective date of your request. This will bring the Market Value in the VT Retirement IncomeAdvantage Fund to zero (\$0) and all the VT Retirement IncomeAdvantage Fund Guarantees will be cancelled.

#### Your Income Base

Your Income Base is used solely to determine your Lifetime Annual Withdrawal Amount once you begin taking Withdrawals from the VT Retirement IncomeAdvantage Fund. It does not represent an account balance and cannot be withdrawn.

#### Impact of Contributions and Withdrawals

Every Contribution you make into the VT Retirement IncomeAdvantage Fund increases your **Highest Birthday Value** dollar-for-dollar. Every **Withdrawal** out of the VT Retirement IncomeAdvantage Fund reduces your Highest Birthday Value proportionately.

#### YOUR DECISION TO LOCK-IN

You can choose when and how you want to establish or "Lock-In" your guaranteed lifetime income from the VT Retirement IncomeAdvantage Fund. Prudential uses your Income Base and Guaranteed Withdrawal Percentage to set your Lifetime Annual Withdrawal Amount.

Your Guaranteed Withdrawal Percentage is based on your age when you Lock-In and whether you elect to guarantee benefits for only you, or for both you and your spouse or civil union partner. Keep in mind that if you elect the **Spousal Benefit** and your spouse or civil union partner is younger than you are, then your spouse's or civil union partner's age will be used to determine this percentage. The specific ages and percentages are:

Age at Lock-In	Benefits for You (Single Benefits)	Benefits for You and Your Spouse or Civil Union Partner (Spousal Benefit)
55–64	4.25%	3.75%
65–69	5.00%	4.50%
70+	5.75%	5.25%

A **Withdrawal Period** is one year starting on your birthday and ending the day before your next birthday.

Once your Lifetime Annual Withdrawal Amount is determined, Prudential guarantees that you can withdraw this amount each Withdrawal Period for the rest of your life. If market performance or your Lifetime Annual Withdrawals reduce the Market Value to zero (\$0), Prudential will continue to fund your Lifetime Annual Withdrawal Amount from its own assets for as long as you live (and your spouse or civil union partner lives, if applicable).

Certain actions you or your retirement plan take could reduce or eliminate this value.

The VT Retirement IncomeAdvantage Fund offers a Spousal Benefit that lets you give your spouse or civil union partner the option of receiving your Lifetime Annual Withdrawal Amount for the rest of his or her life, should he or she outlive you. You must choose whether to elect the Spousal Benefit when you Lock-In. **This decision is irrevocable and cannot be changed once you have locked-in.** 

#### WITHDRAWAL PHASE

The Lifetime Annual Withdrawal Amount is the grand total you can take each Withdrawal Period without reducing future guarantees. You can take this grand total all at once or in as many increments as you like, subject to your retirement plan's rules.

You can increase your Lifetime Annual Withdrawal Amount during the **Withdrawal Phase** in two ways: positive investment performance and additional Contributions. You will need to contact ICMA-RC directly to change any **Systematic Withdrawal** amount following an increase to your Lifetime Annual Withdrawal Amount.

#### DECREASING YOUR LIFETIME ANNUAL WITHDRAWAL AMOUNT— EXCESS WITHDRAWALS

Withdrawing more than your Lifetime Annual Withdrawal Amount from the VT Retirement IncomeAdvantage Fund within a given Withdrawal Period will lower your Lifetime Annual Withdrawal Amount in subsequent Withdrawal Periods. We call these Excess Withdrawals. If you bring your VT Retirement IncomeAdvantage Fund Market Value to zero (\$0) by taking an Excess Withdrawal, your current VT Retirement IncomeAdvantage Fund will expire and will no longer provide a Lifetime Annual Withdrawal Amount.

You will need to contact ICMA-RC directly to change any Systematic Withdrawal amount following a decrease to your Lifetime Annual Withdrawal Amount. Failure to adjust the Systematic Withdrawal arrangement is likely to cause you to take Excess Withdrawals, which can reduce and may completely eliminate your Lifetime Annual Withdrawal Amount.

#### **REQUIRED MINIMUM DISTRIBUTIONS**

You may be required to withdraw more than your Lifetime Annual Withdrawal Amount to comply with IRS rules. Please see the *VT Retirement IncomeAdvantage Fund Important Considerations* for details on how this may affect your Lifetime Annual Withdrawal Amount.

#### **GUARANTEED PAYOUT PHASE**

We refer to the period when Prudential continues making Lifetime Annual Withdrawal Amount payments to you after your market value falls to zero (\$0) as the **Guaranteed Payout Phase** of the VT Retirement IncomeAdvantage Fund Guarantees. Prudential will directly send your Lifetime Annual Withdrawal Amount to your retirement plan account and it will be invested in the fund designated by you or your retirement plan to receive such amounts.

#### **GENERAL INFORMATION**

#### LEAVING YOUR RETIREMENT PLAN—TRANSFERRING YOUR VT RETIREMENT INCOMEADVANTAGE FUND GUARANTEES

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If you choose to leave your retirement plan, you may be able to transfer or roll over your VT Retirement IncomeAdvantage Fund Guarantees into a variable annuity contract, which is registered with the Securities and Exchange Commission, available through Prudential Retirement<sup>®</sup>. **This contract may have substantially different fees, investments, and provisions affecting the guarantees.** 

You should read the materials concerning such contract carefully, including its prospectus, and consider the benefits and differences between it and the VT Retirement IncomeAdvantage Fund as offered through your retirement plan.

If you roll any portion of your VT Retirement IncomeAdvantage Fund Market Value into anything other than a specific Prudential-issued variable annuity, all VT Retirement IncomeAdvantage Fund Guarantees associated with that portion will immediately cease.

If you have a VT Retirement IncomeAdvantage Fund benefit in more than one retirement plan, Prudential may limit your ability to combine VT Retirement IncomeAdvantage Fund Guarantees associated with those multiple plans under an IRA or Roth IRA.

#### VT RETIREMENT INCOMEADVANTAGE FUND — OPERATING WITHIN YOUR RETIREMENT PLAN

#### Subject to Plan Rules

Participation in the VT Retirement IncomeAdvantage Fund is a feature of your retirement plan, and is subject to the rules of your retirement plan. If your plan's rules are more restrictive than the VT Retirement IncomeAdvantage Fund's provisions, your retirement plan's rules will apply. Refer to your retirement plan document and other materials for more information.

#### **Plan Actions—Fund Elimination**

Your retirement plan generally can change investment options—including the VT Retirement IncomeAdvantage Fund—at any time. This could include closing a fund to new Contributions or even eliminating it entirely. If this occurs, and **no other investment eligible for VT Retirement IncomeAdvantage Fund Guarantees is available**, your **VT Retirement IncomeAdvantage Fund Guarantees** will end and your VT Retirement IncomeAdvantage Fund Market Value will move as directed by you or your retirement plan.

#### Prudential's Action—Fund Closing

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Prudential reserves the right to stop accepting Contributions into the VT Retirement IncomeAdvantage Fund, and to change or eliminate the eligibility of funds for its guarantees. If Prudential stops accepting Contributions, and the Fund remains an eligible investment, any existing money will continue to receive guarantees.

#### **ADDITIONAL INFORMATION**

As soon as you invest in the VT Retirement IncomeAdvantage Fund, Prudential begins tracking the VT Retirement IncomeAdvantage Fund Guarantees and creates an Income Base for you. The expenses for the VT Retirement IncomeAdvantage Fund include the Guarantee Fee that pays for the VT Retirement IncomeAdvantage Fund Guarantees. This Guarantee Fee is an annual fee of 1.00% and is assessed in addition to the investment management fees and other operating expenses or recordkeeping and administration fees applied to the VT Retirement IncomeAdvantage Fund. Prudential may change the Guarantee Fee in the future, up to a maximum of 1.50%. Please see the VT Retirement IncomeAdvantage Fund Important Considerations for more information on the Guarantee Fee.

#### FOR FURTHER INFORMATION

If you have questions about the VT Retirement IncomeAdvantage Fund, please contact ICMA-RC Investor Services directly using the contact information below:

Online	ICMA-RC Investor Services
www.icmarc.org	800-669-7400

**Prudential Retirement Insurance and Annuity Company (Prudential)**, CA COA #08003, Hartford, CT. Neither Prudential nor ICMA-RC guarantees the investment performance or return on contributions to Prudential's Separate Account. You should carefully consider the objectives, risks, charges, expenses, and underlying guarantee features before purchasing this product. Prudential may increase the Guarantee Fee in the future, from 1.00% up to a maximum of 1.50%. Like all variable investments, this Fund may lose value. Availability and terms may vary by jurisdiction; subject to regulatory approvals. Annuity contracts contain exclusions, limitations, reductions of benefits, and terms for keeping them in force. Guarantees are based on Prudential's claims-paying ability. This annuity is issued under Contract form # GA-2020-TGWB4-0805-RC.

ICMA-RC provides recordkeeping services to your plan and is the investment manager of the underlying Prudential Separate Account. Prudential or its affiliates may compensate ICMA-RC for providing these and related administrative services in connection with the Fund.

ICMA-RC is not affiliated with Prudential Financial, Inc.

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**Note:** Participants who are interested in the VT Retirement IncomeAdvantage Fund must receive and read the VT Retirement IncomeAdvantage Fund Important Considerations document before investing.

Note: To maintain the VT Retirement IncomeAdvantage Fund Guarantees, you must invest in one or more of the VT Retirement IncomeAdvantage Funds. Like all variable investments, these funds may lose value. Guarantees are based on the claims-paying ability of Prudential Retirement Insurance and Annuity Company (Hartford, CT) and are subject to certain limitations, terms, and conditions. Withdrawals or transfers out of VT Retirement IncomeAdvantage Fund during the Accumulation Phase proportionately reduce guaranteed values and may even eliminate them. During the Withdrawal Phase, withdrawals in excess of the Lifetime Annual Withdrawal Amount will reduce future guaranteed withdrawals proportionately and may even eliminate them.

Print date: 02/06/2018



# **...** MassMutual



# Your retirement. At your service.

Prince George's County Deferred Compensation Plan and Trust may be the best way to work toward your personal retirement goals. But saving for retirement can be both challenging and complicated, depending on your financial situation. This guide can help make complicated choices about retirement and saving for it, simple. Take control of your retirement now by turning your dreams into plans.

# Prince George's County Deferred Compensation Plan and Trust offers tax advantages, a variety of investment choices, and other features to make saving for retirement simple.

- The payroll deduction feature makes contributions easy and convenient.
- Flexible investment choices allow you to choose how much to contribute and where to invest your contributions.
- Pre-tax contributions reduce your current taxable income before federal income taxes are withheld.
- Automatic rebalancing helps to keep your portfolio in line with your investment goals through periodic rebalancing. Periodic rebalancing of your account helps ensure your investments stay aligned over time with the selected strategy you originally selected. For your convenience, you can initiate or discontinue this service at any time. Auto rebalancing is not recommended when using an asset allocation investment option.
- Your vested account balance is always yours to take with you should you change employers. You may also have access to your account savings before you reach retirement age.

# Achieving a successful retirement.

The main goal of the plan is to help you build toward a comfortable income during retirement. This guide provides important information on how to use features of the plan and make them work best for you. Be sure to read it carefully, and feel free to contact us if you have any questions.



# **Online:**

www.retiresmart.com



# Mobile App:

Download the MassMutual RetireSMART<sup>sM</sup> app to keep tabs on your account. Search for "RetireSmart" or "MassMutual" in your Apple App Store® or Google Play<sup>™</sup>.

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# Phone:

# 1-800-743-5274

Dedicated customer service representatives available Monday - Friday, 8 a.m. to 8 p.m. ET or automated phone line 24/7.



# **Rollover Specialists:**

# 1-888-526-6905

Get help rolling in accounts from a prior retirement account, Monday – Friday, 8 a.m. to 8 p.m. ET. You are encouraged to compare the benefits and features of the different plans before consolidating your accounts. Things to consider include each plan's available investment options, guarantees, fees and expenses.



# For your local financial office:

Widmann Financial Services 4321 Northview Drive Bowie, MD 20716 1-301-262-2919

# Enrolling in the plan is easy.

- The paper forms that are applicable to your plan have been enclosed. Complete the information required, sign and date the form. Follow the return instructions on the form.
- Once your enrollment is processed, MassMutual will send you a confirmation report. You should keep this for your records.
- After you've received your confirmation, you can access your account and take advantage of all of our online tools at www.retiresmart.com. Select "Create Account" to create your Username, Password and PIN. You will use this PIN on our voice response phone system.

# Access your retirement account – anytime, anywhere.

Your quarterly statements will be delivered to your online account - to access your statements, simply log into your account at www.retiresmart.com, and your statement will be posted to your account in Portable Document Format (PDF). To view the PDF, it is required you have Adobe<sup>®</sup> Acrobat<sup>®</sup> viewer software installed on your personal computer. The software is available for download, free of charge, from the Adobe<sup>®</sup> website.

If you do not have the ability to access and retain PDF documents on your personal computer, then paper statements are available, free of charge, via U.S. mail - to elect paper delivery of your quarterly statements please contact our Participant Information Center at 1-800-743-5274 or change your election under the "My Preferences" tab on www.retiresmart.com.

# Choosing investments that are right for you.

Following the simple steps outlined in this guide may help you become more confident with your investment decisions.

If you don't make a choice, your plan will invest your contributions in an asset allocation option on your behalf. This option is selected based on your date of birth and a projected retirement age of 65. (You may want to consider a different option if this is not your intended retirement age.) Offering professional management and monitoring as well as diversification all in one investment, it becomes more conservative as your retirement date approaches. You can change this option any time you wish.

Generally target retirement date (lifecycle) investment options are designed to be held beyond the presumed retirement date to offer a continuing investment option for the investor in retirement. The year in the investment option name refers to the approximate year an investor in the option would plan to retire and likely would stop making new contributions to the investment option. However, investors may choose a date other than their presumed retirement date to be more

conservative or aggressive depending on their own risk tolerance.

Target retirement date (lifecycle) investment options are designed for participants who plan to withdraw the value of their accounts gradually after retirement. Each of these options follows its own asset allocation path ("glide path") to progressively reduce its equity exposure and become more conservative over time. Options may not reach their most conservative allocation until after their target date. Others may reach their most conservative allocation in their target date year. Investors should consider their own personal risk tolerance, circumstances and financial situation. These options should not be selected solely on a single factor such as age or retirement date. Please consult the prospectus (if applicable) pertaining to the options to determine if their glide path is consistent with your long-term financial plan. Target retirement date investment options' stated asset allocation may be subject to change. A target date fund may not achieve its objective and/or you could lose money on your investment in the fund. You may experience losses near, at, or after the target date. There is no guarantee of the fund's principal value, including at the target date, or that the fund will provide adequate income at and through your retirement.

# Understanding asset allocation.

Determining your asset allocation is an important first step in choosing investment options in your workplace retirement plan. Asset allocation is how you divide your savings among different investment types such as stocks, bonds, and short-term investments. Here we highlight **four** basic steps in developing your asset allocation strategy.

#### Step 1 - Understand the asset classes.

Consider that your choices generally focus on three things: stocks, bonds and short-term investments. These three types of investments are known as the basic "asset classes":

- **Stocks**, also called equities, are shares of ownership in a company.
- **Bonds**, also called fixed income investments, are loans made to governments or corporations.
- Short-term investments, also known as cash equivalents, are designed to maintain their dollar value. Examples include money market funds, certificates of deposit and Treasury bills.

Although the investment menu in your workplace plan may have many options, most will fall into these basic groups, or a combination of them. Please note that asset allocation doesn't ensure a profit or protect against loss in a declining market, but it may be a sound strategy.

# Why it's important.

Each asset class has different characteristics you should be aware of. Historically speaking, stocks have posed greater investment risk than the other asset classes, but have offered the potential for the highest return. Short-term investments have offered lower returns in exchange for low investment risk. Bonds have tended to fall somewhere in the middle.

#### Step 2 – Know your tolerance for risk.

How much risk you are comfortable with is an important consideration in choosing your asset allocation strategy. How do you feel about investment risk – the chance that your investments could lose money? You also need to think about inflation risk – the risk that conservative investments such as short-term investments may not keep pace with inflation.

Investing in more than one asset class – or a blend of them – may help to balance your risk. Mixing the various investment types can provide a balance of growth with preservation, because the markets for each investment don't always move in the same direction as each other.<sup>1</sup>

### Step 3 – Establish your time horizon.

Your tolerance for risk must be considered in the context of your time horizon. Do you have quite a bit of time until you retire or are you getting closer? In the short term, the most volatile investments, such as stocks, can rise and fall dramatically. **Past performance is not indicative of future performance.** 

If you need your money within the next few years, you might want to avoid putting a large percentage into a single asset class that could dip in value in the short term. On the other hand, assuming you have six years or more before you will need your money, you may consider investing a percentage of your savings in investments that offer greater potential for return. That's because you have more time to potentially ride out short-term fluctuations in the value of your investments.

# Step 4 – Determine your asset allocation strategy.

The participant website offers tools and resources to help. To determine which strategy may be right for you, check out the Risk Quiz. Log into your account » My Account » Investment Selection » Risk Quiz.

Revisit your strategy once a year and after major life events to ensure it is still in line with your current needs and outlook. You may want to consider adjusting the proportions of stocks, bonds and short-term investments as you get closer to retirement. Remember, everyone's situation will differ, and you should consult a financial advisor about your own particular situation.

# Learn more.

The right asset allocation strategy can help you maintain your confidence through market ups and downs. You can learn more about asset allocation at **www.retiresmart.com.** If you have questions, call **1-800-743-5274.** 

<sup>1</sup> http://www.sec.gov/investor/pubs/assetallocation.htm

Past performance is no guarantee of future results. The information provided is not written or intended as specific tax or legal advice. MassMutual, its subsidiaries, employees and representatives are not authorized to give tax or legal advice. Individuals are encouraged to seek advice from their own tax or legal counsel.



# .... MassMutual



# Good planning starts with a strategy. What's yours?

Everyone has different thoughts on investment strategies, long-term financial goals and risk tolerance. Selecting investments that best fit with your personal investment strategy is an important decision. We can help you determine your investing style and design a strategy to help reach your retirement savings goals.

# What type of investor are you?

This short, self-scoring investor profile and risk quiz can potentially help you determine your investing comfort zone and what type of investment mix might be best for your goals and objectives. For each question, circle the answer that best matches your needs.

# My time horizon:

- 1. I plan to withdraw my money in 3 years or less and prefer to minimize any losses: .....a. Yes b. No If you answered Yes to question 1, consider choosing a conservative investment model.
- 2. My current age is:

a. Under 40	5 points
b. 40-54	3 points
c. 55 and over	1 point

3. I expect to retire:

a. Not for at least 20 years	
b. In 5 to 20 years	
c. Within 5 years	

# My risk tolerance:

4. For	r this portfolio, my goal is:	
ć	a. To grow my assets aggressively	points
ł	b. To grow my assets with caution	points
(	c. To avoid losing money	1 point

5. What would I expect from this portfolio over time?

a. To generally keep pace with the stock market
b. To make a decent profit, but probably trail the stock market
c. To have a high degree of stability, but only modest profits

6. Which of these statements best describes your attitude about the performance of this portfolio over the next three years?

a. I can live if I lose money	ints
b. I better at least break even	ints
c. I better end up with at least a little profit	oint

7. Which of these statements best describes your attitude about the performance of this portfolio over the next three months?

a. Who cares? One calendar quarter means nothing	5 points
b. If I suffered a loss of greater than 10%, I'd get concerned	3 points
c. I can tolerate only small short term losses	. 1 point

# My financial situation:

# 9. Upon retirement, my investment portfolio will represent:

a. A minor part (less than 25%) of my retirement income	
b. An important part (25% – 75%) of my retirement income	
c. The vast majority (over 75%) of my retirement income	

# Total Points

# Scoring your profile quiz:

Find your total score in the chart below, along with your retirement timeline, to see what type of investment mix may be best for you. This chart is only a guide. Please determine your own investing comfort zone.

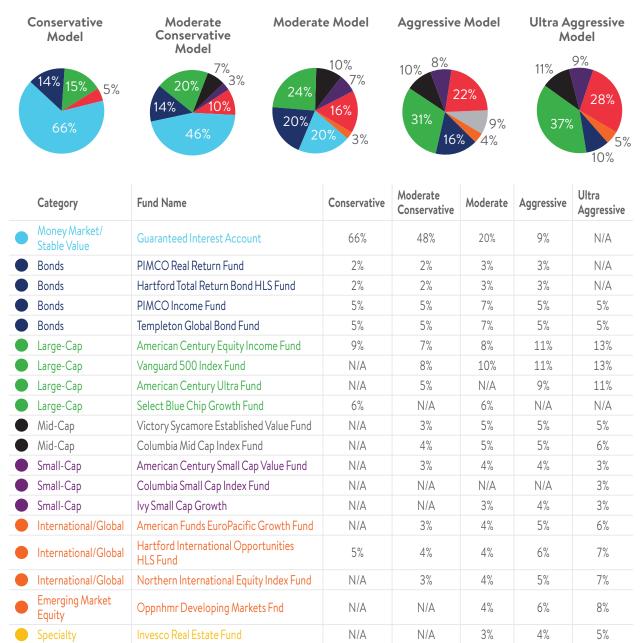
Years to Retirement	0 — 3 Points	4 — 11 Points	12 — 22 Points	23 — 28 Points	29 — 32 Points
0—3 years	Conservative	Conservative	Conservative	Conservative	Conservative
3—5 years	Conservative	Moderate Conservative	Moderate Conservative	Moderate Conservative	Moderate Conservative
5—7 years	Conservative	Moderate Conservative	Moderate	Moderate	Moderate
7—12 years	Conservative	Moderate Conservative	Moderate	Aggressive	Aggressive
12+ years	Conservative	Moderate Conservative	Moderate	Aggressive	Ultra Aggressive

Investor Self-Assessment Questionnaire is provided by Mesirow Financial Investment Management, Inc. (MFIM) a SEC-registered investment advisor. MFIM is not an affiliate or subsidiary of MassMutual.

The results of this questionnaire are intended to help you identify what your optimal asset allocation model may be. The questionnaire is not intended to provide a complete investment profile or to offer individual investment advice.

# You've got options

Your retirement plan offers a variety of investment choices, covering a range of risk levels and investment objectives. Below are descriptions of the possible asset classes (or investment categories) that you can have in your investment mix.



# How do I learn more?

You may contact Widmann Financial Services at 301-262-2919 for local service. You may also contact the Prince George's County Pensions and Investments Division at 301-883-6391, Monday-Friday from 8:30 a.m. to 5:00 p.m. ET with any questions.

Widmann Financial Services, 4321 Northview Drive, Bowie, MD 20716; Office 301-262-2919. Securities and Advisory Services offered through Commonwealth Financial Network<sup>®</sup>, Member FINRA/SIPC, a Registered Investment Adviser.

Please consider an investment option's objectives, risks, fees and expenses carefully before investing. Asset allocation/ diversification cannot eliminate the risk of fluctuating prices, uncertain returns or the loss of value. This and other information about the investment options can be found in the applicable prospectuses or fact sheets for the investment options listed, which are available on the participant website at www.retiresmart.com, or by contacting MassMutual at 1-888-643-7343 Monday through Friday between 8 a.m. to 8 p.m. ET. Please read them carefully before investing.



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# Your plan's investment options.

Looking for an investment allocation solution designed especially for your plan? CustomChoice Strategies use the range of investment options available in your plan to create allocation strategies based on risk and/or retirement date. Choose the strategy that's right for you; your account will be allocated accordingly, and rebalanced over time to keep your savings aligned with that strategy. If you need help determining your strategy, visit the participant website and take our risk quiz.

These are the CustomChoice Strategies available in your plan\*:

ASSET CATEGORY	INVESTMENT NAME	Conservative	Moderate Conservative	Moderate	Aggressive	Ultra Aggressive
Stable Value	SF Guaranteed	66%	46%	20%	9%	
Short Term Bond	Lord Abbett Short Dur Incm Fd					
Intermediate Term Bond	PIMCO Real Return Fund	2%	2%	3%	3%	
Intermediate Term Bond	Hartford Total Rtrn Bd HLS Fd	2%	2%	3%	3%	
Multi Sector Bond	PIMCO Income Fund	5%	5%	7%	5%	5%
Intl/Global Bond	Templeton Global Bond Fund	5%	5%	7%	5%	5%
Asset Allocation/ Lifestyle	Invesco Equity and Income Fund					
Asset Allocation/ Lifestyle	American Cent Strt Allc Con Fd					
Asset Allocation/ Lifestyle	American Cent Strt Allc Mod Fd					
Asset Allocation/ Lifestyle	American Cent Strt Allc Agr Fd					
Asset Allocation/ Lifecycle	MM Slct T.Rowe Pr Rtmt BInd Fd					
Asset Allocation/ Lifecycle	MM Slct T.Rowe Pr Rtmt 2005 Fd					
Asset Allocation/ Lifecycle	MM Slct T.Rowe Pr Rtmt 2010 Fd					
Asset Allocation/ Lifecycle	MM Slct T.Rowe Pr Rtmt 2015 Fd					
Asset Allocation/ Lifecycle	MM Slct T.Rowe Pr Rtmt 2020 Fd					
Asset Allocation/ Lifecycle	MM Slct T.Rowe Pr Rtmt 2025 Fd					
Asset Allocation/ Lifecycle	MM Slct T.Rowe Pr Rtmt 2030 Fd					
Asset Allocation/ Lifecycle	MM Slct T.Rowe Pr Rtmt 2035 Fd					

### CUSTOMCHOICE™ STRATEGIES

# Your plan's investment options.

# CUSTOMCHOICE™ STRATEGIES

ASSET		C	Moderate	Madausta	A	Ultra
CATEGORY	INVESTMENT NAME	Conservative	Conservative	Moderate	Aggressive	Aggressive
Asset Allocation/ Lifecycle	MM Slct T.Rowe Pr Rtmt 2040 Fd					
Asset Allocation/ Lifecycle	MM Slct T.Rowe Pr Rtmt 2045 Fd					
Asset Allocation/ Lifecycle	MM Slct T.Rowe Pr Rtmt 2050 Fd					
Asset Allocation/ Lifecycle	MM Slct T.Rowe Pr Rtmt 2055 Fd					
Asset Allocation/ Lifecycle	MM Slct T.Rowe Pr Rtmt 2060 Fd					
Large Cap Value	American Century Eqty Incm Fd	9%	7%	8%	11%	13%
Large Cap Core	Vanguard 500 Index Fund		8%	10%	11%	13%
Large Cap Core	JP Morgan US Equity Fund					
Large Cap Growth	Sel TRP/LS Blue Chip Growth Fd	6%		6%		
Large Cap Growth	AmerCentury Ultra Fund		5%		9%	11%
Mid Cap Value	Victory Sycamore Est Value Fd		3%	5%	5%	5%
Mid Cap Core	Columbia Mid Cap Index Fund		4%	5%	5%	6%
Mid Cap Growth	Hartford MidCap HLS Fund					
Small Cap Value	American Century Sm Cap Val Fd		3%	4%	4%	3%
Small Cap Core	Columbia Small Cap Index Fund					3%
Small Cap Growth	Ivy Small Cap Growth Fund			3%	4%	3%
Intl/Global Large Core	Northern Intl Equity Index Fnd		3%	4%	5%	7%
Intl/Global Large Core	Hartford Intl Opp HLS Fd	5%	4%	4%	6%	7%
Intl/Global Large Growth	AmerFunds EuroPacific Gr Fund		3%	4%	5%	6%
Emerging Market Equity	Invesco Opp Dvlpng Mrk Fd			4%	6%	8%
REITs	Invesco Real Estate Fund			3%	4%	5%

\*Investment allocation strategies are a convenient way of allocating your account among certain of the plan's individual investment options. Any investment allocation strategies included in these materials are not intended to be investment advice or recommendations to you and may or may not be appropriate for your circumstances. In applying investment allocation strategies to your individual circumstances, you should consider your other assets, income and investments as well as your risk tolerance. If you direct your contributions or current account balance to an investment allocation strategy, your contributions or account balance will be invested in each of the individual investment alternatives in the percentages indicated for the strategy. The plan may offer other investment options not included in the strategies and the individual investment alternatives included in the strategies may also be available on a stand-alone basis. The CustomChoice Strategies chart lists asset classes, along with their weightings in the allocation strategy.

# RISK DISCLOSURES FOR CERTAIN ASSET CATEGORIES – PLEASE NOTE THAT YOUR PLAN MAY NOT OFFER ALL OF THE INVESTMENT TYPES DISCUSSED BELOW.

Please consider an investment option's objectives, risks, fees and expenses carefully before investing. This and other information about the investment option can be found in the applicable prospectuses or summary prospectuses, if any, or fact sheets for the investment options listed, which are available from your plan sponsor, the participant website at www.retiresmart.com or by contacting our Participant Information Center at 1-800-743-5274 between 8:00 a.m. and 8:00 p.m. ET, Monday through Friday. Please read them carefully before investing.

If a retirement plan fully or partially terminates its investment in the Guaranteed Interest Account (GIA), Super Flex (SF) Guaranteed, Fixed Interest Account or Separate Account Guaranteed Interest Contract (SAGIC) investment options, the plan receives the liquidation value of its investment, which may either be more or less than the book value of its investment. As a result of this adjustment, a participant's account balance may be either increased or decreased if the plan fully or partially terminates the contract with MassMutual.

# Government/Retail Money Market Funds:

You could lose money by investing in the fund. Although the fund seeks to preserve the value of your investment at \$1.00 per share, it cannot guarantee it will do so. The fund may impose a fee upon the sale of your shares or may temporarily suspend your ability to sell shares if the fund's liquidity falls below required minimums because of market conditions or other factors. An investment in the fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. The fund's sponsor has no legal obligation to provide financial support to the fund, and you should not expect that the sponsor will provide financial support to the fund at any time.

# Money Market Floating NAV:

You could lose money by investing in the fund. Because the share price of the fund will fluctuate, when you sell your shares they may be worth more or less than what you originally paid for them. The fund may impose a fee upon the sale of your shares or may temporarily suspend your ability to sell shares if the fund's liquidity falls below required minimums because of market conditions or other factors. An investment in the fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. The fund's sponsor has no legal obligation to provide financial support to the fund, and you should not expect that the sponsor will provide financial support to the fund at any time.

Risks of investing in bond and debt securities investments include the risk that a bond issuer will default by failing to repay principal and interest in a timely manner (credit risk) and/or the risk that the value of these securities will decline when interest rates increase (interest rate risk).

Risks of investing in inflation-protected bond investments include credit risk and interest rate risk. Neither the bond investment nor its yield is guaranteed by the U.S. Government.

High yield bond investments are generally subject to greater market fluctuations and risk of loss of income and principal than lower yielding debt securities investments.

Investments in value stocks may remain undervalued for extended periods of time, and the market may not recognize the intrinsic value of these securities.

Investments that track a benchmark index are professionally managed investments. However, the benchmark index itself is unmanaged and does not incur fees or expenses and cannot be purchased directly for investment.

Investments in growth stocks may experience price volatility due to their sensitivity to market fluctuations and dependence on future earnings expectations.

Investments in companies with small or mid market capitalization ("small caps" or "mid caps") may be subject to special risks given their characteristic narrow markets, limited financial resources, and less liquid stocks, all of which may cause price volatility.

International/global investing can involve special risks, such as political changes and currency fluctuations. These risks are heightened in emerging markets. Other trading restrictions may apply. Please see the investment's prospectus for more details.

A significant percentage of the underlying investments in aggressive asset allocation portfolio options have a higher than average risk exposure. Investors should consider their risk tolerance carefully before choosing such a strategy.

An investment with multiple underlying investments (which may include MassMutual RetireSmart and any other offered proprietary or non-proprietary asset-allocation, lifestyle, lifecycle or custom blended investments) may be subject to the expenses of those underlying investments in addition to those of the investment itself.

Investments may reside in the specialty category due to 1) allowable investment flexibility that precludes classification in standard asset categories and/or 2) investment concentration in a limited group of securities or industry sectors. Investments in this category may be more volatile than less-flexible and/or less-concentrated investments and may be appropriate as only a minor component in an investor's overall portfolio.

Participants with a large ownership interest in a company or employer stock investment may have the potential to manipulate the value of units of this investment option through their trading practices. As a result, special transfer restrictions may apply. This type of investment option presents a higher degree of risk than diversified investment options under the plan because it invests in the securities of a single company.

Investments that invest more of their assets in a single issuer or industry sector (such as company stock or sector investments) involve additional risks, including unit price fluctuations, because of the increased concentration of investments.

A participant will be prohibited from transferring into most mutual funds and similar investments if they have transferred into and out of the same investment within the previous 60 days. Certain stable value, guaranteed interest, fixed income and other investments are not subject to this rule. This rule does not prohibit participants from transferring out of any investment at any time.

**Excessive Trading Policy:** MassMutual strongly discourages plan participants from engaging in excessive trading. The MassMutual Excessive Trading Policy helps protect the interests of long-term investors like you. If you would like to view the MassMutual Excessive Trading Policy, please visit MassMutual's participant website at www.retiresmart.com. In addition, you cannot transfer into any investment options if you have already made a purchase followed by a sale (redemption) involving the same investment within the last sixty days.

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Prince George's County Deferred Compensation Plan and Trust Prince George's County 61313-1-1



This form is for first time enrollments only. Updates to your existing account will not be processed based on this form.

Enter your personal information (Please print clearly)

$\bigcirc$ Employee $\bigcirc$ Surviving E	Beneficiary (attach no	tice of death form)	
○ Alternate Payee (attach a	QDRO form)		
Participant's Name (First, Middle Init	ial, Last)		Participant's Social Security Number (SSN)
Street Address		Apt. No	Birthdate: mm – dd - yyyy
City		State	Zip
( )	(	)	
Daytime Phone	Evening	Phone	Email Address

Plan Administrator Use Only	
(Form cannot be processed without this required information and signature)	
Hire Date/ Plan Entry Date/	
Payroll Frequency: O Monthly (12/Yr) O Semi-Monthly (24/Yr) O Bi-Weekly (24)	6/Yr) O Weekly (52/Yr)
Years of credited services as of last plan year end:(if this information is NOT completed a year of service for each year since hire date.)	provided, MassMutual will assume the employee has
As Plan Administrator, I acknowledge receipt, accuracy, completeness including participa	nt's signature.
Plan Administrator Signature	Date

# Choose your payroll deduction method

O Before-Tax Contribution: \$\_\_\_\_\_ of my compensation each pay period for deposit to my before-tax account. Each before-tax contribution amount cannot exceed any applicable limit set by the Plan. In addition, total beforetax contributions to all qualified retirement plan(s) you participate in cannot exceed \$19,000 for the 2019 calendar year.

If you reach age 50 any time during the calendar year or are over 50, you may be eligible to contribute up to an additional \$6,000 as a catch-up contribution for the 2019 calendar year. Please check with your Plan Administrator.

O Decline Plan Participation: I elect to make no contributions (0%) at this time. I understand I may revoke this election at any time or I may change this election as allowed by the Plan.

Prince George's County Deferred Compensation Plan and Trust Prince George's County 61313-1-1



# Choose one of the investment strategies below

Your investment strategies are outlined on the following pages. Choose the selection that works for you.

**IMPORTANT NOTE:** This investment election applies to your rollover and all future contributions. Investment allocation strategies are a convenient way of allocating your account among certain of the plan's individual investment options. Any investment allocation strategies included in these materials are not intended to be investment advice or recommendations to you and may or may not be appropriate for your circumstances. In applying investment allocation strategies to your individual circumstances, you should consider your other assets, income and investments as well as your risk tolerance. If you direct your contributions or current account balance to an investment allocation strategy, your contributions or account balance will be invested in each of the individual investment alternatives in the percentages indicated for the strategy. The plan may offer other investment options not included in the strategies and the individual investment alternatives included in the strategies may also be available on a stand-alone basis. The Investment Portfolio chart lists asset classes, along with their weightings in the allocation strategy. Additional investment options may exist that are not included in the portfolio. When selecting your investments, choose only **ONE** portfolio from any of the strategies, sign the form and you're done **OR** you can select individual investment options available in this plan may change at the direction of the Plan Sponsor. Elections made on this form may be modified to follow the intent of those changes.

If you are currently invested in a CustomChoice Strategy and you change your investments, you will no longer be invested in the strategy.

Until you make your investment selection, your contributions will be invested in the Target Asset Allocation Investment Option listed below which has the target retirement date closest to your 65th birthday. If you are near, at or past your 65th birthday, your contributions will be invested in the target asset allocation investment option that shows no target retirement date. Following your enrollment, you will receive a transaction confirmation that will tell you specifically in which Target Asset Allocation Option your contributions have been invested. Subject to certain restrictions, you may redirect your contributions to any other investment option under the Plan at any time.

# A: Age-Based Investment Option

(If you make a selection here, do not make a selection under any other option. If multiple Investment Options are selected, you will be defaulted as instructed above.)

If you select one of these Asset Allocation investment options, based on the date closest to the year you plan to retire, you're almost done! Check the appropriate box and go to Step 4.

O MM SIct T.Rowe Pr Rtmt 2005	O MM SIct T.Rowe Pr Rtmt 2010	O MM SIct T.Rowe Pr Rtmt 2015	O MM SIct T.Rowe Pr Rtmt 2020
Fd	Fd	Fd	Fd
O MM SIct T.Rowe Pr Rtmt 2025	O MM SIct T.Rowe Pr Rtmt 2030	O MM SIct T.Rowe Pr Rtmt 2035	O MM Slct T.Rowe Pr Rtmt 2040
Fd	Fd	Fd	Fd
O MM SIct T.Rowe Pr Rtmt 2045	O MM SIct T.Rowe Pr Rtmt 2050	O MM Slct T.Rowe Pr Rtmt 2055	O MM SIct T.Rowe Pr Rtmt 2060
Fd	Fd	Fd	Fd

**Target Asset Allocation Investment Options** are single solutions that offer professional management and monitoring as well as diversification – all in one investment. Each investment option has an automatic process that invests more conservatively as retirement nears and the options are named to coincide with a particular retirement date. Your plan is designed to invest your contributions into one of these options as the default investment based on your date of birth and a projected retirement age of 65. You may always choose new investment options at any time.

or

Prince George's County Deferred Compensation Plan and Trust Prince George's County 61313-1-1

# **B: Custom Portfolio Investment Option**

(If you make a selection here, do not make a selection under any other option. If multiple Investment Options are selected, you will be defaulted as instructed above.)

Custom portfolios, based on different risk tolerances, have been arranged using the individual funds available to your plan. The amounts of each individual fund contained in the different Custom Portfolio options are shown on the right side of the following fund list. If you select one of these Custom Portfolio investment options, you're almost done! Check the appropriate box and go to Step 4.

O Conservative	O Moderate Conservative	O Moderate	O Aggressive
O Ultra Aggressive			

B: Individual Fund OptionC: Individual Fund Option(If you enter selections here, do not make a selection under

any other option above. If multiple Investment Options are selected, you will be defaulted as instructed above.)

First, select the individual funds in which you wish to invest. Then, enter the percentage of your contributions to be invested in each of those funds in the space provided. Make sure selections are whole percentages and total 100%. If the percentages below are not whole percentages or do not total 100%, your contributions will be invested in the plan's default fund detailed above. When they add up to 100%, you're almost done! Go to Step 4.

	Breakdowns for ( Moderate			Custom Po	<b>tions</b> Ultra	
Investment Options	All Contributions	Conservative	Conservative	Moderate	Aggressive	Aggressive
SF Guaranteed	%	66%	46%	20%	9%	
Lord Abbett Short Dur Incm Fd	%					
PIMCO Real Return Fund	%	2%	2%	3%	3%	
Hartford Total Rtrn Bd HLS Fd	%	2%	2%	3%	3%	
PIMCO Income Fund	%	5%	5%	7%	5%	5%
Templeton Global Bond Fund	%	5%	5%	7%	5%	5%
Invesco Equity and Income Fund	%					
American Cent Strt Allc Con Fd	%					
American Cent Strt Allc Mod Fd	%					
American Cent Strt Allc Agr Fd	%					
MM Slct T.Rowe Pr Rtmt Blnd Fd	%					
MM Slct T.Rowe Pr Rtmt 2005 Fd	%					
MM Slct T.Rowe Pr Rtmt 2010 Fd	%					
MM SIct T.Rowe Pr Rtmt 2015 Fd	%					
MM SIct T.Rowe Pr Rtmt 2020 Fd	%					

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Prince George's County Deferred Compensation Plan and Trust Prince George's County 61313-1-1

		Breakdowns for Custom Portfolio Options Moderate			o <b>ns</b> Ultra	
Investment Options	All Contributions	Conservative	Conservative	Moderate	Aggressive	Aggressive
MM Slct T.Rowe Pr Rtmt 2025 Fd	%					
MM Slct T.Rowe Pr Rtmt 2030 Fd	%					
MM Slct T.Rowe Pr Rtmt 2035 Fd	%					
MM Slct T.Rowe Pr Rtmt 2040 Fd	%					
MM Slct T.Rowe Pr Rtmt 2045 Fd	%					
MM Slct T.Rowe Pr Rtmt 2050 Fd	%					
MM Slct T.Rowe Pr Rtmt 2055 Fd	%					
MM Slct T.Rowe Pr Rtmt 2060 Fd	%					
American Century Eqty Incm Fd	%	9%	7%	8%	11%	13%
Vanguard 500 Index Fund	%		8%	10%	11%	13%
JP Morgan US Equity Fund	%					
Sel TRP/LS Blue Chip Growth Fd	%	6%		6%		
AmerCentury Ultra Fund	%		5%		9%	11%
Victory Sycamore Est Value Fd	%		3%	5%	5%	5%
Columbia Mid Cap Index Fund	%		4%	5%	5%	6%
Hartford MidCap HLS Fund	%					
American Century Sm Cap Val Fd	%		3%	4%	4%	3%
Columbia Small Cap Index Fund	%					3%
Ivy Small Cap Growth Fund	%			3%	4%	3%
Northern Intl Equity Index Fnd	%		3%	4%	5%	7%
Hartford Intl Opp HLS Fd	%	5%	4%	4%	6%	7%
AmerFunds EuroPacific Gr Fund	%		3%	4%	5%	6%
Invesco Opp Dvlpng Mrk Fd	%			4%	6%	8%
Invesco Real Estate Fund	%			3%	4%	5%
*All contributions must equal 100%						

4

# Sign, date and return your forms

Please provide your signature and return to your Plan Administrator. After receipt of this form, MassMutual will

Prince George's County Deferred Compensation Plan and Trust Prince George's County 61313-1-1

send you written confirmation once your account is established.

I understand I may revoke this election at any time or I may change this election as allowed by the Plan. I understand that the maximum annual limit on contributions is determined under the Plan document and the Internal Revenue Code. Any amounts contributed may be reduced or returned to me as required by these limitations.



Participant's Signature

Date

**IMPORTANT NOTE:** IF YOU ENROLL BY MAILING THIS FORM TO MASSMUTUAL, BUT THEN SUBSEQUENTLY CHANGE YOUR ELECTIONS THROUGH THE AUTOMATED PHONE LINE OR THE PARTICIPANT WEBSITE, THE MOST RECENTLY DATED ACTIVITY WILL PREVAIL. FOR YOUR MAILING ADDRESS, PROVIDE EITHER A STREET ADDRESS OR P.O. BOX, NOT BOTH. IF YOU PROVIDE BOTH, MASSMUTUAL WILL FOLLOW USPS GUIDELINES AND USE THE P.O. BOX AS YOUR MAILING ADDRESS.

If you have selected an investment strategy and one or more of the strategy's component investments listed on your form has been replaced, any contributions that would have been invested in that component investment will be invested according to the investment allocation in effect at the time the strategy is implemented and the new component will be listed on your confirmation form.

Investors should consider an investment's objectives, risks, charges and expenses carefully before investing. For this and other information, see the prospectus available from your plan sponsor, on the participant website at www.retiresmart.com or by contacting our Participant Information Center at 1-800-743-5274 between 8:00 a.m. and 8:00 p.m. ET, Monday through Friday. Read it carefully before investing.

\*By selecting 'Email Notification' in Section 1 above, you are consenting to receive electronic notices regarding materials for your retirement plan. You will receive an email notification that will contain a link to our secure participant website log-in page. Once you log-in to your account, you will be able to view all available plan-related documents referenced in the electronic notice. You may view the documents online, save them to your personal computer, or print them for your records. Documents will be posted either in HTML or PDF format. By electing 'Email Notification,' you are verifying that you possess the ability to view and download HTML and PDF documents. These documents may include, for example, a Summary Plan Description (SPD), a Summary of Material Modification, individual benefit statements, investment related information, as well as any notice or communication required under the Internal Revenue Code (IRC), including but not limited to, loan notes, notices to interested parties and notices of available distribution options. In the event of an invalid email address, full mailbox, or spam settings, MassMutual will send printed material via U.S. mail. The election or cancellation date of the email notification program may result in notifications remaining in their existing delivery method for a short period of time. Adobe Acrobat Reader version 7.0 or higher is required to view retirement statements. Visit www. adobe.com for a free download.

To get the most out of your plan...You may also roll over your eligible distributions from your prior employer's qualified plan.



# Prince George's County Deferred Compensation Plan and Trust **Beneficiary Designation** Fax to 816-701-8005 or Email to <u>RSCSOProcessing@massmutual.com</u>

Account Number 613	313-1-1				
Participant's Name	first	middle		last	
Participant's Address					
	street				
	city		stat	e	zip
	rs, provide either a street add e the P.O. Box as your maili		Box, not both. I	f you provide both, l	MassMutual will follow
Social Security No.	Ma	rital Status:	□ Married	□ Single or Legal	ly Separated
	This designation	n supersede	es any prior	designation.	
Primary Beneficiary:	(Check either box 1 or 2	2)			
1. <b>Spouse Prima</b>	ry Beneficiary: I designa	te my spouse	to receive my	entire account bal	ance upon my death.
Spouse's Name, Address	/Phone:				
Spouse's Social Security	No	Spouse's Dat	te of Birth	mm/dd/yyyy	
_					
balance upon	<b>br Multiple Primary Ben</b> my death: [Up to 3 de ), but the total for all prim	cimals may	be entered w	hen assigning per	
Name		Relationship	S	Social Security #	Percent
Address			I	Phone Number	
Name		Relationship	S	Social Security #	Percent
Address			F	Phone Number	
Name		Relationship	S	Social Security #	Percent
Address			F	Phone Number	
Name		Relationship	S	Social Security #	Percent
Address			F	Phone Number	1
					(must total 100%)

**Contingent Beneficiary (optional):** If no Primary Beneficiary listed above is alive upon my death, I designate the following person(s) to receive my account balance upon my death: [Up to 3 decimals may be entered when assigning percentages (e.g., 33.333%, 33.334%, etc.), but the total for all contingent beneficiaries must equal 100%.]

#### NOTE: MassMutual will not display Contingent Beneficiary information on our participant website at www.RetireSmart.com. An electronic copy of this form is kept on record.

Name	Relationship	Social Security #	Percent
Address		Phone Number	

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**COMPLETE BOTH PAGES** 

Return to: MassMutual, PO Box 219062, Kansas City MO 64121-9062 For Overnight Mail: MassMutual, 430 W 7th St, Kansas City MO 64105

Name	Relationship	Social Security #	Percent
Address		Phone Number	
Name	Relationship	Social Security #	Percent
Address		Phone Number	
Name	Relationship	Social Security #	Percent
Address		Phone Number	
			(must total 100%)

### SIGNATURE

I understand that this beneficiary designation supersedes any previous designation.

Participant

	/	/
Date		

**IMPORTANT:** If no valid beneficiary designation is on file or if your beneficiary designation cannot otherwise be determined, the beneficiary will be determined by the plan fiduciary according to plan documents and applicable law. Please keep a copy of this Beneficiary Designation for your records, and provide a copy to your Employer.

#### Sample wording for use in completing this form:

To Designate	Use This Wording
Your estate	Executors or Administrators of my estate
The trustee of the Trust established under your Will	(Name of trustee) as trustee, or the then acting trustee, of the Trust established under (your name) Will dated (date of Will)
The trustee of your Revocable or Irrevocable Trust	(Name of trustee) as trustee, or the then acting trustee, of the (name of Trust) established on (date of Trust)
Two or more Primary Beneficiaries, equally among the survivors	John Doe, son, 33.333% Carol Smith, daughter, 33.333% Mark Doe, son 33.334% or equally among the survivors
Two or more Primary Beneficiaries, with their share to their children	John Doe, son, 33.333% Carol Smith, daughter, 33.333% Mark Doe, son 33.334% per stirpes
Primary and Contingent Beneficiaries	Primary: Jane Doe, wife, 100% if living; Contingent: John Doe, son, 33.333% Carol Smith, daughter, 33.333% Mark Doe, son 33.334% either equally among the survivors or per stirpes

#### Trust as Beneficiary:

Before designating a trust as the beneficiary of your plan benefit, you should consult an attorney with expertise in trusts and estates law. Some of the factors to consider include:

- 1. Who is going to be the beneficiary your spouse, a minor child and what are their financial needs?
- 2. Are the protections of a trust desirable?
- 3. What are the income tax consequences of designating a trust as beneficiary?

The following requirements must be satisfied before your trust beneficiaries will be treated as your retirement plan's designated beneficiary:

- 1. The trust must be valid under state law.
- 2. The trust must be irrevocable or must, by its terms, become irrevocable on your death.
- 3. The trust's beneficiaries must be identifiable from the trust instrument.
- 4. You must provide trust documentation to the retirement plan administrator.
- 5. All trust beneficiaries must be individuals.

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COMPLETE BOTH PAGES Return to: MassMutual, PO Box 219062, Kansas City MO 64121-9062

For Overnight Mail: MassMutual, 430 W 7th St, Kansas City MO 64105

# ... MassMutual

# Rolling over Money you have in another Retirement Plan to MassMutual

# Why you may consider consolidation<sup>1</sup>:

- **SAVE TIME:** consolidation may potentially simplify your retirement planning by placing all of your assets in a single account to manage.
- **POTENTIAL TO SAVE MONEY:** consolidation may reduce your fees and maintenance costs.
- HELP INCREASE DIVERSIFICATION: consolidating accounts may eliminate duplication of investment classes across your qualified plan account. Duplication may reduce diversification which can negatively impact your investment strategy.

# MassMutual can help

Through MassMutual's Concierge Service, a dedicated team of consolidation specialists can help you transfer your plan assets to a single provider – helping you better manage your retirement planning.



Obtain and complete related forms



Contact financial institutions



fund transfers

# Take action now, don't wait!

To learn more, please contact your MassMutual representative today or call MassMutual at **1-888-526-6905**, 8 a.m. to 8 p.m. ET Mon. – Fri.

<sup>1</sup> Consolidation of assets and contract exchanges may not be appropriate and suitable for all participants based on their individual situations. Participants should consult an independent financial advisor prior to choosing to consolidate assets. Additionally, you should consider the impact of transfer fees, the loss of vested benefits and/or surrender charges that may be imposed when funds are rolled over.

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RS4186v 119

# Participant Fees Disclosure Statement

Plan: Prince George's County Deferred Compensation Plan and Trust Subscription: Prince George's County Created: 09/24/2019

Account Number: 61313-1-1

You are a participant or beneficiary in an individual account plan that allows you to direct the investment of your account balance. This disclosure statement is designed to provide basis that may be deducted from your account. An Individual Expenses section regarding individual expenses that may be deducted from your account, will also be included in this restrictions, and an industry benchmark relative to each non-fixed interest investment to help you make investment decisions. If the Plan has target date or life cycle investment include an Administrative Expenses section. The Administrative Expenses section provides information regarding charges for administrative expenses incurred on a Plan-wide regarding fees and expenses associated with your participation in the Plan. The General Plan Information section provides information regarding the operation of the Plan. The allocation will change over time, when it will reach its most conservative asset allocation, the relevance of any dates used to describe the investment and the participant age groups for whom the investment alternative is designed. If your Plan's administrative expenses could be deducted from your account balance, this disclosure statement will allocation alternatives, this disclosure statement will include a Target Date Asset Allocation Investment Alternatives section providing information on how the investment you with information that will allow you to make informed decisions when selecting and managing your investments. This disclosure statement advises you of information Comparative Chart section provides information about the Plan's designated investment alternatives including investment performance, operating expenses, fees, trade disclosure statement if the Plan charges participants and beneficiaries for the expenses associated with individual transactions.

Please be mindful that:

- An investment's past performance is no guarantee of future results.
- · To help achieve long-term retirement security, you should give careful consideration to the benefits of a well-balanced and diversified investment portfolio.
- · Fees are only one of several factors you should consider when making investment decisions. For more information and an example demonstrating the long-term effect of fees and expenses, please visit: https://www.dol.gov/sites/default/files/ebsa/about-ebsa/our-activities/resource-center/publications/a-look-at-401k-plan-fees.pdf and https://www.dol.gov/agencies/ebsa/about-ebsa/our-activities/resource-center/publications/understanding-your-retirement-plan-fees.

# General Plan Information

Investment Instructions: In order to direct your Plan investments, you must make your election at www.retiresmart.com or contact the MassMutual Participant Information Center at 1-888-606-7343. If you are currently not participating in the Plan and have questions concerning plan provisions, including eligibility requirements, contact Prince George's County at or Pensions & Investments Division 1400 McCormick Drive, Suite 110, Largo MD 20774.

# Limitations on Instructions:

- You may give investment instructions on any day the New York Stock Exchange is open for business.
- Any trade restrictions specific to an individual investment alternative will be listed in the Comparative Chart.



General Plan Information (continued)         • If the Plan offers publicly traded employer securities as a designated investment alternative, certain discretionary transactions requested by participants who are officers, directors, or principal stockholders that involve employer securities will have trading restrictions imposed as additional reporting of those transactions is required.         Designated Investment Alternatives (DIA): The Plan provides designated investment alternatives into which you can direct the investment of your Plan funds. The Comparative Chart below identifies these designated investment alternation regarding the alternatives.         Investment Alternatives (DIA): The Plan provides designated investment alternatives into which you can direct the investment of your Plan funds. The Comparative Chart below identifies these designated investment alternatives and provides information regarding the alternatives.         Investment Alternatives (DIA): The Plan provides information regarding the alternatives.         Chart below identifies these designated investment manager for the Plan (if any), please contact your Plan Sponsor.         Investment Manager: For information regarding the discretement terms relevant to the investment options under this Plan. This glossary is intended to help you better understand your options.	<b>Comparative Chart</b> This section includes important information to help you compare the investment alternatives offered under your Plan. If you want additional information about your investment options, you can go to the specific Internet web site addresses shown below or you can contact the MassMutual Participant Information Center at 1-888-666-7343. If you are currently not participating in the Plan, contact Prince George's County at or Pensions & Investments Division 1400 McCormick Drive, Suite 110, Largo MD 20774. To help active long-term retirement security, you should give careful consideration to the benefits of a well-balanced and diversified investment portfolio. Spreading your assets among different types of investments can help you accelegory of assets, or one particular security, to perform port, if you invest more than 20% of your retirement savings in any one company, industry or class of investment, your savings may not be properly diversification is not a guarantee against loss, it is an effective strategy to help you manage investment, your savings may not be properly diversification is not a guarantee against loss, it is an effective strategy to help you manage investment, your savings way not be properly diversification is not a guarantee against loss, it is an effective strategy to help you manage investment your retirement savings, you should take into account all of your assets, including any retirement savings outside of the Plan. No single approach is right for everyone because, among other factors, individuals have different financial goals, different time horizons for meeting their goals, and different tolerances for risk. It is also important to periodically review your retirement savings, your investment objectives, and the investment tolerances for risk. It is also important to periodically review your retirement saving sin a different tolerances for risk. It is also important to periodically review your retirement factors, individuals have different financial goals, different taler	<b>Document Summary</b> This section focuses on the performance of investment alternatives that have a fixed or stated rate of return. The chart shows the annual rate of return of each such alternative, the term or length of time that you will earn this rate of return and other information relevant to performance.
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(continued)	
Chart	
omparative (	
3	

		<b>Fixed Ret</b>	Fixed Return Investments
Name of Investment Type of Investment Investment Inception Date Investment Manager Investment Profile	Annual Rate of Return	Tem	Shareholder-Type Fees, Restrictions and Other
CASH			
SF Guaranteed	2.60%	Annually	The rate of return listed was effective beginning on 12/31/2018, is reset Annually, and is
STABLE VALUE			calculated net of certain contract expenses. Under the terms of your group annuity
01/29/2014			contract, there is a guaranteed minimum gross interest rate of 1.00%. Although the gross
MassMutual			rate of return provided under the contract will never fall below 1.00%, the net rate of return may, in some instances, be less than 1.00% after applicable expenses are deducted from the contract. Current rate of return information is available by contacting the MassMutual Participant Information Center at 1-888-606-7343. If you are currently not participating in the Plan, contact Prince George's County at or Pensions & Investments Division 1400 McCormick Drive, Suite 110, Largo MD 20774.
www.MassMutual.com/FF/RM3500.PDF			

This section focuses on the performance of investment alternatives that do not have a fixed or stated rate of return. The chart shows how these alternatives have performed over time and allows you to compare them with an appropriate benchmark for the same time periods. Past performance does not guarantee how the investment alternative will perform in the future. Your investment in these alternatives could lose money.

Information about an investment alternative's principal risks is available on the Investment Profile. You can obtain a specific Investment Profile using the web site address provided for the specific investment alternative in the Comparative Chart. This chart also shows fee and expense information for the investment alternatives under your Plan. It shows the Total Annual Operating Expense which are expenses that reduce the rate of return of the investment alternative. Any shareholder-type fees are also disclosed. These fees are in addition to Total Annual Operating Expenses. Expense information is reflected as of the date of this report and may change over time. Please note that expense information for each investment alternative reflected on the Investment Profile is updated from time to time. Please see the Investment Profile which includes current expense information as well as the date the expenses were most recently updated.

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Comparative

	Inon								
	Ň	ariable Retui	Variable Return Investments				Ē	es and Expo	Fees and Expense Information
	Average Annual Total	nual Total			Gross Total	otal	Net Total	otal	
Name of Investment	Return	rn	Benchmark	~	Annual	al	Annual	ual	
Type of Investment Investment Inception Date	as of 08/31/2019	31/2019			Operating Expenses	ing ses	Operating Expenses**	ıting ses**	Shareholder-Type
Investment Manager		10 Year or	10	10 Year or	•		-		Fees, Restrictions
Investment Profile		*Since Fund	*Sir	*Since Fund					and Other
		Inception if	lno	Inception if	0.00	200	000	20	
	1 Year 5 Year	10 years	1 Year 5 Year	10 years	As a %	\$1000	AS d %	\$1000	
BOND									
Lord Abbett Short Dur Incm Fd SHORT TERM ROND	4.87% 2.42%	3.44%	5.96% 2.00% 2.19% BBgBarc IIS Gov/Credit 1-5	2.19% redit 1-5	0.59%	\$5.90	0.59%	\$5.90 Tra	Transfers In are not allowed
01/01/2000			Yr Yr						
Lord Abbett									
www.MassMutual.com/FF/laldx.pdf									
PIMCO Real Return Fund INTERMEDIATE TERM BOND	6.42% 1.49%	3.63%	7.48% 2.22% 3.82% BBaBarc US TIPS Treasurv	3.82% reasurv	1.13%	\$11.30	1.13%	\$11.30	
05/01/2000			z						
PIMC0 Funds									
www.MassMutual.com/FF/parrx.pdf									
Hartford Total Rtrn Bd HLS Fd	10.07% 3.69%	4.71%	10.19% 3.36%	%	0.51%	\$5.10	0.51%	\$5.10	
INTERMEDIATE TERM BOND			BBgBarc US Agg Bond	Bond					
01/01/2004									
Hartford HLS									
WWW.Massiviutual.com/FF/niabx.PUF				1000	1000		1000		
PIMCO Income Fund MULTI SECTOR BOND	5.32% 4.60%	8.84%	10.19% 3.36% 3.92 BBgBarc US Agg Bond	3.92% Bond	0.99%	\$9.90	0.99%	\$9.90	
03/31/2007			0						
PIMC0 Funds									
www.MassMutual.com/FF/piinx.PDF									
Templeton Global Bond Fund	1.69% 0.19%	3.79%	7.33% 0.70%	1.58%	1.02%	\$10.20	0.94%	\$9.40	
INTL/GLOBAL BOND			FTSE WGBI Non-USD	-USD					
12/31/2005 Econt/lin/Templeton									
www.MassMutual.com/FF/tpinx.pdf									

COMPARATIVE CHART (CONTINUEU)	neu/						
	<b>^</b>	ariable Retu	Variable Return Investments			Fees and Expense Information	
Name of Investment Type of Investment	Average Annual Total Return as of 08/31/2019	nual Total Irn 31/2019	Benchmark	Gross Total Annual Onerating	Net An One	Net Total Annual Duerating	
Investment Inception Date		6107/10		Expenses	Expe	Expenses** Shareholder-Type	
Investment Manager Investment Profile		10 Year or *Since Fund Inception if	10 Year or *Since Fund Inception if				
	1 Year 5 Year		1 Year 5 Year	As a Per % \$1000	As a %	Per \$1000	
<b>ASSET ALLOCATION</b>							
Invesco Equity and Income Fund	-0.97% 4.87%	8.74%	3.83% 5.60% 8.21%	0.79% \$7.90	0.78%	\$7.80	
ASSET ALLOCATION/LIFESTYLE			Lipper Balanced Index				
12/16/199/ Invesco							
www.MassMutual.com/FF/aceix.pdf	_						
American Cent Strt Allc Con Fd	3.48% 4.11%	6.36%	5.51% 4.38% 6.25%	1.01% \$10.10	1.01%	\$10.10	
ASSET ALLOCATION/LIFESTYLE			igstar Mod Co				
01/01/1997			Risk				
American Century							
www.MassMutual.com/FF/twscx.pdf							
American Cent Strt Allc Mod Fd	2.54% 5.08%	7.98%	3.77% 5.05% 7.70%	1.09% \$10.90	1.04%	\$10.40	
ASSET ALLOCATION/LIFESTYLE			Morningstar Mod Tgt Risk				
01/01/1997							
American Century							
www.Iviassiviutual.com/Fr/twsmx.put	1 240/ E 010/	7000 0		1 1 E 0/ 0 0 1 1 E 0	1 1 1 0/	¢11 10	
ASSET ALLOCATION/LIFESTYLE	0/10.0		astar Mod Ac				
01/01/1997			, Bisk				
American Century							
www.MassMutual.com/FF/twsax.pdf							
MM Slct T.Rowe Pr Rtmt Blnd Fd	4.50% N/A	3.88%	4.94% 3.98% 3.39%	0.95% \$9.50	0.49%	\$4.90	
ASSET ALLOCATION/LIFECYCLE			S&P Target Date Ret Inc TR				
MassMutual Select							
www.MassMutual.com/FF/mmbwx.PDF	-	-	-	-	-		

	<b>/ariahle Baturn Invect</b>
	Variahla Da
Chart (continued) –	
har	
omparative C	

CUILIDALALIVE CITALL (CUILITUEU)	1000									
		Var	Variable Retur	rn Investments					ees and E	Fees and Expense Information
Name of Investment Tune of Investment	Avera	erage Annual To Return	Average Annual Total Return	Benchmark	mark	Gross Total Annual Operating	oss Total Annual	Anr	Net Total Annual	
I ype of investment Investment Inception Date	CD CD	10/00 10	6107/1			Expenses	uperauny Expenses	Exper	uperatuny Expenses**	Shareholder-Type
Investment Manager Investment Profile		*	10 Year or *Since Fund		10 Year or *Since Fund			•		Fees, Restrictions and Other
			Inception if less than		Inception if less than	Asa	Per	As a	Per	
	1 Year	5 Year	10 years	1 Year 5 Year		%	\$1000	%	\$1000	
MM Slct T.Rowe Pr Rtmt 2005 Fd	5.39%	N/A	4.24%	4.94% 3.98%		2.82%	\$28.20	0.53%	\$5.30	
ASSET ALLOCATION/LIFECYCLE				S&P Target Date Ret Inc TR	te Ret Inc TR					
02/17/2018										
MassMutual Select										
www.MassMutual.com/FF/mmfdx.PDF										
MM Slct T.Rowe Pr Rtmt 2010 Fd	5.02%	N/A	4.13%	4.43% 4.34%	% 3.11%	0.82%	\$8.20	0.53%	\$5.30	
ASSET ALLOCATION/LIFECYCLE				S&P Target Date 2010 TR	late 2010 TR					
02/16/2018										
MassMutual Select										
www.MassMutual.com/FF/mmxcx.PDF										
MM Slct T.Rowe Pr Rtmt 2015 Fd	4.69%	N/A	3.96%	3.89% 4.72%	% 2.81%	0.93%	\$9.30	0.56%	\$5.60	
ASSET ALLOCATION/LIFECYCLE				S&P Target Date 2015 TR	late 2015 TR					
02/16/2018										
MassMutual Select										
www.MassMutual.com/FF/mmfjx.PDF	-	-					-		-	
MM Sict T.Rowe Pr Rtmt 2020 Fd	4.12%	N/A	3.68%	3.49% 5.07%	% 2.52%	0.67%	\$6.70	0.60%	\$6.00	
ASSET ALLOCATION/LIFECYCLE				S&P Target Date 2020 TR	late 2020 TR					
02/16/2018										
MassMutual Select										
www.MassMutual.com/FF/mmttx.PDF										
MM Slct T.Rowe Pr Rtmt 2025 Fd	3.64%	N/A	3.41%	2.66% 5.37%	% 1.95%	0.74%	\$7.40	0.63%	\$6.30	
ASSET ALLOCATION/LIFECYCLE				S&P Target Date 2025 TR	ate 2025 TR					
02/16/2018							_			
MassMutual Select										
www.MassMutual.com/FF/mmtgx.PDF										

Comparative Unart (continued)	Indu/									
		Va	Variable Return	rn Investments				١Ē.	ees and Exper	Fees and Expense Information
Name of Investment	Aver	'age Annu Return	Average Annual Total Return	Benchmark		Gross Total Annual	Total Ial	Net Tota Annual	Net Total Annual	
Type of Investment Investment Incention Date	ä	as of 08/31/2019	31/2019			Operating Expenses	ting ses	Operating Expenses*	Operating Expenses**	Shareholder-Type
Investment Manager Investment Profile			10 Year or *Since Fund	*	10 Year or Since Fund					Fees, Restrictions and Other
			Inception if less than		Inception if less than	As a	Per	As a	Per	
	1 Year	5 Year		1 Year 5 Year	10 years	%	\$1000	%	\$1000	
MM Slct T.Rowe Pr Rtmt 2030 Fd	3.20%	N/A	3.17%	1.68% 5.64%		0.72%	\$7.20	0.66%	\$6.60	
ASSET ALLOCATION/LIFECYCLE				S&P Target Date 2030 TR	0 TR					
02/16/2018										
MassMutual Select										
www.MassMutual.com/FF/mmtox.PDF										
MIM SIct T.Rowe Pr Rtmt 2035 Fd	2.71%	N/A	2.89%	0.77% 5.90% 0	0.75% (	0.80%	\$8.00	0.69%	\$6.90	
ASSET ALLOCATION/LIFECYCLE				S&P Target Date 2035 TR	5 TR					
02/16/2018										
MassMutual Select										
www.MassMutual.com/FF/mmtkx.PDF										
MM Slct T.Rowe Pr Rtmt 2040 Fd	2.30%	N/A	2.67%	0.18% 6.07% 0	0.36% (	0.77%	\$7.70	0.71%	\$7.10	
ASSET ALLOCATION/LIFECYCLE				S&P Target Date 2040 TR	0 TR					
02/16/2018										
MassMutual Select										
www.MassMutual.com/FF/mmfpx.PDF	-	ŀ			-			-		
MM Slct T.Rowe Pr Rtmt 2045 Fd	2.11%	N/A	2.55%	-0.17% 6.17% 0	%	0.85%	\$8.50	0.71%	\$7.10	
ASSEI ALLUCATION/LIFECYCLE				S&P larget Date 2045 IR	5 I K					
MassMutual Select										
www.MassMutual.com/FF/mmfux.PDF										
MM Slct T.Rowe Pr Rtmt 2050 Fd	2.08%	N/A	2.53%	-0.47% 6.28% -0	-0.09% (	0.81%	\$8.10	0.71%	\$7.10	
ASSET ALLOCATION/LIFECYCLE				=						
02/16/2018										
MassMutual Select										
www.MassMutual.com/FF/mmdfx.PDF										

Variable Keturn     Nestments       Average Annual Total     Benchmark       Average Annual Total     Benchmark       as of 08/31/2019     10 Year or       *Since Fund     *Sin       Inception if     Inception if

Name of Investment Type of Investment	Average A Rei as of 08	Average Annual Total Return as of 08/31/2019	Benchmark	Gross Total Annual Operating	Total ual iting	Net Total Annual Operating	fotal ual sting	
Investment Inception Date Investment Manager Investment Profile		10 Year or *Since Fund	10 Year or *Since Fund	Expenses	nses	Expenses**	ses**	Shareholder-Type Fees, Restrictions and Other
		lno I		As a	Per	As a	Per	
MM Slct T.Rowe Pr Rtmt 2055 Fd ASSET ALLOCATION/LIFECYCLE 02/16/2018 MassMutual Select	2.04% N/A		- 0.50% 6.34% -0.13% -0.50% 6.34% -0.13% S&P Target Date 2055 TR	0.97%	\$9.70	0.71%	\$7.10	
www.MassMutual.com/FF/mmdkx.PDF	_	_						
MM Slct T.Rowe Pr Rtmt 2060 Fd	2.03% N/A	2.49%	-0.50% 6.41% -0.10%	3.07%	\$30.70	0.71%	\$7.10	
ASSET ALLOCATION/LIFECYCLE			S&P Target Date 2060+ TR					
02/16/2018  MassMutual Select								
www.MassMutual.com/FF/mmsox.PDF	_	_						
STOCK								
American Century Eqty Incm Fd	6.30% 9.04%	6 10.94%	-0.57% 6.47% 11.40%	0.92%	\$9.20	0.92%	\$9.20	
LARGE CAP VALUE 01/01/2004			Russell 3000 Value Idx					
American Century www.MassMutual.com/FF/tweix.PDF								
Vanguard 500 Index Fund	2.89% 10.08%	% 13.41%	2.93% 10.13% 13.45% S&P 500@ Index	0.04%	\$0.40	0.04%	\$0.40	
01/01/2004 Vancuard								
www.MassMutual.com/FF/vfiax.pdf	_							
JP Morgan US Equity Fund LARGE CAP CORE 01/01/2002	1.01% 9.00%	6 12.75%	2.93% 10.13% 13.45% S&P 500® Index	1.01%	\$10.10	0.94%	\$9.40	
JP Morgan								
www.MassIMutual.com/FF/jueax.PDF								

Variable Return Investments         Variable Return Investments         Fees and Expense Information           Variable Return Type of linestment Type of linestment Type of linestment Type of linestment Type of linestment Type of linestment Type of linestment Investment Inception Date Investment Manager         Variable Return Return Since Find Type of linestment Investment Manager         Net Total Amual         Return Amual         Retur	CUIIDAI AUVE CIIAI L (CUIUIUUEU)	5)5									
Average Annual Total Return as of 08/31/2019         Nert Total Annual as of 08/31/2019         Nert Total Annual benchmark as of 08/31/2019         Nert Total Annual benchmark benchmark         Nert Total Annual benchmark         Nert Total Annual benchmark         Nert Total Annual benchmark           10 Year of 1 Year         10 Year of 1 Year         * Since 1 Oyear of 1 State         * Since 1 Oyear of 1 Oyear of 1 State         * Since 1 State         * Since 1 Oyear of 1 Oyear of 1 State         * Since 1 State         * Since 1 Oyear of 1 Oyear of 1 State         * Since 1 Oyear of 1 State         * Since 1 State         * Since 1 Oyear of 1 Oyear of 1 State         * Since 1 State         * Since 1 State			Va	riable Retur	n Investments				Ľ	ees and Ex	cpense Information
as of 08/31/2019         as of 08/31/2019         Operating         Operating         Periating         Periating </th <th>Name of Investment</th> <th>Ave</th> <th>rage Ann Retur</th> <th>ual Total n</th> <th>Benchmark</th> <th></th> <th>Gross <sup>†</sup> Annu</th> <th>rotal Ial</th> <th>Net ] Ann</th> <th>rotal ual</th> <th></th>	Name of Investment	Ave	rage Ann Retur	ual Total n	Benchmark		Gross <sup>†</sup> Annu	rotal Ial	Net ] Ann	rotal ual	
10 Year of *Since Fund Inception if Ises than 1 Year         10 Year of 5 Since Fund Inception if Ises than 1 Year         10 Year of 5 Since Fund Inception if Ises than 1 Year         *Since Fund Inception if Ises than Ises than Inception if Ises than Inception if Ises than Inception if Ises than Inception if Ises than Inception if Ises than Inception if Inception	Type of Investment Investment Incention Date	G	is of 08/3 <sup>7</sup>	1/2019			Opera Expen	ting ses	Oper: Expen	ating ses**	Shareholder-Type
Ivear         5 Vear         Inception if less than less than less than         Inception if less than less than and best from and and best from and	Investment Manager Investment Profile		·	10 Year or *Since Fund	*	Year or ce Fund	- - -				Fees, Restrictions and Other
1 Year         5 Year         1 Vear         5 Year         10 years         %         \$1000         %         \$1000         %         \$1000         %         \$1000         %         \$1000         %         \$1000         %         \$1000         %         \$1000         %         \$1000         %         \$1000         %         \$1000         %         \$1000         %         \$1000         %         \$1000         %         \$1000         %         \$1000         %         \$1000         %         \$1000         %         \$1000         %         \$1000         %         \$1000         %         \$1000         %         \$1000         %         \$1000         %         \$1000         %         \$1000         %         \$1000         %         \$1000         %         \$1000         %         \$1000         %         \$1000         %         \$1000         %         \$1000         %         \$1000         %         \$1000         %         \$1000         %         \$1000         %         \$1000         %         \$1000         \$1000         %         \$1000         \$1000         %         \$1000         %         \$1000         %         \$1000         \$1000         \$1000         \$10				Inception if less than		eption if ss than	As a	Per	As a	Per	
$ \left  \begin{array}{c c c c c c c c c c c c c c c c c c c $		1 Year		10 years	5 Year	0 years	%	\$1000	%	\$1000	
Image:	Sel TRP/LS Blue Chip Growth Fd	4.77%		16.09%		15.42%	0.94%	\$9.40	0.94%	\$9.40	
0.24%     12.59%     15.09%     4.28%     13.07%     15.42%     0.97%     59.70     0.97%       12.59%     15.09%     15.09%     8.86%     12.46%     0.89%     59.70     0.97%       -1.40%     8.86%     12.38%     -3.13%     5.88%     12.46%     0.89%     58.90     0.99%       -1.40%     8.86%     12.38%     7.22%     12.85%     0.89%     58.90     0.45%       -1.40%     8.86%     12.34%     7.22%     12.85%     0.58%     58.90     0.45%       -1.40%     6.72%     12.34%     -6.43%     7.22%     12.85%     0.58%     56.90     0.45%       -1.75%     10.62%     12.34%     -6.43%     7.22%     12.85%     0.69%     56.90     0.69%	LARGE CAP GROWTH				Russell 1000® Growt	th Index					
0.24%     12.59%     15.09%     4.28%     13.07%     15.42%     0.97%     \$9.70     0.97%       1.40%     8.86%     12.000®     6.000     6.000     0.099%     8.9.70     0.99%       1.40%     8.86%     12.88%     12.46%     0.89%     \$8.90     0.89%       1.40%     8.86%     12.88%     12.46%     0.89%     \$8.90     0.89%       1.40%     12.88%     12.88%     12.46%     0.89%     \$8.90     0.89%       1.15%     12.34%     7.22%     12.85%     0.58%     0.45%       1.75%     10.62%     12.34%     5.88     0.69%     0.45%       1.75%     10.62%     14.48%     -6.43%     7.22%     12.85%     0.69%	06/01/2001										
0.24%         12.59%         15.09%         4.28%         13.07%         15.42%         0.97%         39.70         0.97%           -1.40%         8.86%         15.09%         Russell 1000® Growth Index         0.89%         0.89%         0.97%           -1.40%         8.86%         12.88%         -3.13%         5.88%         12.46%         0.89%         0.89%           -1.40%         8.86%         12.88%         -3.13%         5.88%         12.46%         0.89%         0.89%           -1.40%         8.86%         12.88%         0.89%         0.89%         8.8.90         0.89%           -1.40%         8.86%         12.88%         0.89%         0.89%         8.8.90         0.45%           -1.40%         6.72%         12.34%         7.22%         12.85%         0.58%         0.45%           -1.40%         1.75%         10.62%         14.48%         -6.43%         7.22%         12.85%         0.69%         86.90         0.45%           1.75%         10.62%         14.48%         -6.43%         7.22%         12.85%         0.69%         86.90         0.69%	MassMutual Select										
$ \left[ \begin{array}{c ccccccccccccccccccccccccccccccccccc$	www.MassMutual.com/FF/mbclx.PDF										
Image: High back state st	AmerCentury Ultra Fund	0.24%		15.09%	13.07%	15.42%	0.97%	\$9.70	0.97%	\$9.70	
-1.40%     8.86%     12.88%     -3.13%     5.88%     12.46%     0.89%     8.90     0.89%       -1.40%     8.86%     12.88%     -3.13%     5.88%     12.46%     0.89%     8.90     0.89%       -1.40%     8.86%     12.86%     12.86%     12.46%     0.89%     8.8.90     0.89%       -6.89%     6.72%     12.34%     -6.43%     7.22%     12.85%     0.58%     0.45%       -6.89%     11.75%     10.62%     14.48%     -6.43%     7.22%     12.85%     0.69%       1.75%     10.62%     14.48%     -6.43%     7.22%     12.85%     0.69%     86.90	LARGE CAP GROWTH				Russell 1000® Growt	th Index					
-1.40%     8.86%     12.88%     -3.13%     5.88%     12.46%     0.89%     88.90     0.89%       -1.40%     8.86%     12.88%     -3.13%     5.88%     12.46%     0.89%     88.90     0.89%       -6.89%     6.72%     12.34%     -6.43%     7.22%     12.85%     0.58%     0.45%       -6.89%     11.75%     10.62%     12.34%     -6.43%     7.22%     12.85%     0.58%       -1.75%     10.62%     14.48%     -6.43%     7.22%     12.85%     0.69%     86.90	01/01/2002										
-1.40%       8.86%       12.88%       -3.13%       5.88%       12.46%       0.89%       \$8.90       0.89%         -1.40%       8.86%       12.88%       -3.13%       5.88%       12.46%       0.89%       \$8.90       0.89%         -6.89%       6.72%       12.34%       -6.43%       7.22%       12.85%       0.58%       0.45%         -6.89%       11.75%       12.34%       -6.43%       7.22%       12.85%       0.58%       0.45%         -1.75%       10.62%       14.48%       -6.43%       7.22%       12.85%       0.69%       \$6.90       0.69%	American Century										
-1.40%       8.86%       12.88%       -3.13%       5.88%       12.46%       0.89%       8.8.90       0.89%         -6.89%       6.72%       12.34%       6.43%       7.22%       12.85%       0.58%       0.45%         -6.89%       6.72%       12.34%       6.43%       7.22%       12.85%       0.58%       0.45%         -1.75%       10.52%       14.48%       6.43%       7.22%       12.85%       0.69%       86.90	www.MassMutual.com/FF/twcux.pdf										
-6.89%     6.72%     12.34%     -6.43%     7.22%     12.85%     0.58%     0.45%       -1.75%     12.34%     12.34%     -6.43%     7.22%     12.85%     0.69%     0.45%	Victory Sycamore Est Value Fd	-1.40%	8.86%	12.88%	5.88%	12.46%	0.89%	\$8.90	0.89%	\$8.90	
-6.89%     6.72%     12.34%     -6.43%     7.22%     12.85%     0.58%     55.80     0.45%       -6.89%     6.72%     12.34%     -6.43%     7.22%     12.85%     0.58%     0.45%       -1.75%     10.62%     14.48%     -6.43%     7.22%     12.85%     0.69%     0.69%	MID CAP VALUE				Russell Mid Cap Val	lue Idx					
-6.89%     6.72%     12.34%     -6.43%     7.22%     12.85%     0.58%     \$5.80     0.45%       -6.89%     12.15%     12.85%     0.58%     \$5.80     0.45%       1.75%     10.62%     14.48%     -6.43%     7.22%     12.85%     0.69%     \$6.90       1.75%     10.62%     14.48%     -6.43%     7.22%     12.85%     0.69%     \$6.90	05/06/2000										
-6:89%       6.72%       12.34%       -6.43%       7.22%       12.85%       0.58%       \$5.80       0.45%         -6:89%       6.72%       12.85%       0.58%       \$5.80       0.45%         1.75%       10.62%       14.48%       -6.43%       7.22%       12.85%       0.69%       \$6.90       0.69%         1.75%       10.62%       14.48%       -6.43%       7.22%       12.85%       0.69%       \$6.90       0.69%	Victory										
-6.89%       6.72%       12.34%       -6.43%       7.22%       12.85%       0.58%       \$5.80       0.45%         S&P MidCap 400       S&P MidCap 400       1.75%       10.62%       14.48%       -6.43%       7.22%       12.85%       0.69%       \$6.90       0.69%	www.MassMutual.com/FF/vetax.pdf										
1.75%     10.62%     14.48%     -6.43%     7.22%     12.85%     0.69%       s&P MidCap 400     S&P MidCap 400     0.69%     56.90     0.69%	<b>Columbia Mid Cap Index Fund</b>	-6.89%	6.72%	12.34%	7.22%	85%	0.58%	\$5.80	0.45%	\$4.50	
1.75%     10.62%     14.48%     -6.43%     7.22%     12.85%     0.69%     0.69%       S&P MidCap 400     S&P MidCap 400     0.69%     0.69%     0.69%     0.69%	MID CAP CORE				S&P MidCap 40	00					
1.75%         10.62%         14.48%         -6.43%         7.22%         12.85%         0.69%         \$6.90         0.69%           S&P MidCap 400         S&P MidCap 400         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S         S	04/01/2000										
1.75% 10.62% 14.48% -6.43% 7.22% 12.85% 0.69% \$6.90 0.69% S&P MidCap 400	Columbia										
1.75% 10.62% 14.48% -6.43% 7.22% 12.85% 0.69% \$6.90 0.69% Sc.90	www.MassMutual.com/FF/ntiax.pdf										
	Hartford MidCap HLS Fund	1.75%	10.62%	14.48%	7.22%	12.85%	0.69%	\$6.90	0.69%	\$6.90	
01/01/2004 Hartford HLS	MID CAP GROWTH				S&P MidCap 40	00					
www.MassMuthuel.com/EE/himov.PDF	01/01/2004 Hartford HLS										
	www.MassMutual.com/FE/himcy PDF										

(par	Variable Return Investments	
Comparative Chart (continued		

		'ariable Retu	Variable Return Investments				Ľ	ees and E	Fees and Expense Information
Name of Investment Type of Investment	Average A Ret as of 08,	Average Annual Total Return as of 08/31/2019	Benchmark	¥	Gross Total Annual Operating	Fotal Ial ting	Net Total Annual Operating	Net Total Annual Dperating	Chouded Target
Investment Inception Date Investment Profile	1 Vear 5 Vear	10 Year or *Since Fund Inception if less than 10 vears	Vear 5 Vear	10 Year or *Since Fund Inception if less than 10 years	Expenses As a Pe % \$10	Per Stoon	As a Per %	Ses Per	Fees, Restrictions and Other
American Century Sm Cap Val Fd SMALL CAP VALUE 01/01/2000 American Centurv		·		10.05% alue Idx	1.26%	\$12.60	1.26%	\$12.60	
www.MassMutual.com/FF/asvix.pdf Columbia Small Cap Index Fund SMALL CAP CORE 01/01/2000 Columbia	-15.42% 7.47%	12.70%	-12.88% 6.41% 11 Russell 2000® ldx	.59%	0.45%	\$4.50	0.45%	\$4.50	
www.MassMutual.com/FF/nmsax.pdf									
Ivy Small Cap Growth Fund SMALL CAP GROWTH 01/01/2002 Ivy Funds	-7.92% 10.26%	6 14.29%	-11.01% 8.06% 13.06% Russell 2000® Growth Index		1.31%	\$13.10	1.31%	\$13.10	
www.MassMutual.com/FF/wscvx.PDF	-	-	-	-					
Northern Intl Equity Index Fnd INTL/GLOBAL LARGE CORE 04/01/2005 Northern Funds	-3.15% 1.80%	4.87%	-3.26% 1.89% MSCI EAFE ldx	5.00%	0.30%	\$3.00 \$	0.25%	\$2.50	
www.MassMutual.com/FF/noinx.pdf	-	-	-	-		-		-	
Hartford Intl Opp HLS Fd INTL/GLOBAL LARGE CORE 01/01/2004 Hartford HLS	-2.67% 2.74%	6.08%	-0.26% 5.51% MSCI ACWI	8.61%	0.73%	\$7.30	0.73%	\$7.30	
www.MassMiitijal.com/EE/hiaov.PDF					-				

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		Va	riable Retu	Variable Return Investments				ш	ees and E	Fees and Expense Information $^{-}$
	Aver	age Ann	Average Annual Total			Gross	Gross Total	Net .	Net Total	
Name of Investment		Return	E	Benchmark	ıark	Ani	Annual	Anr	Annual	
Type of Investment	92	as of 08/31/2019	1/2019			0per -	Operating.	Oper -	Operating	-
Investment Inception Date			10 Vearor		10 Vear or	Expe	Expenses	Exper	Expenses <sup>**</sup>	Shareholder-Type Ecoc Doctrictions
Investment Profile			*Since Fund		*Since Fund					and Other
			Inception if less than		Inception if less than	As a	Per	As a	Per	
	1 Year	5 Year	10 years	1 Year 5 Year	10 years	%	\$1000	%	\$1000	
AmerFunds EuroPacific Gr Fund	-1.85% 3.35%	3.35%	5.78%	-3.26% 1.37%	4.71%	1.14%	\$11.40	1.14%	\$11.40	
INTL/GLOBAL LARGE GROWTH				MSCI AC World ex-USA	ld ex-USA					
05/16/2002										
American Funds										
www.MassMutual.com/FF/rercx.pdf										
Invesco Opp Dvlpng Mrk Fd	0.34%	0.98%	6.29%	-4.37% 0.39%	4.08%	1.26%	\$12.60	1.26%	\$12.60	
EMERGING MARKET EQUITY				<b>MSCI Emerging Markets Idx</b>	Markets Idx					
12/01/1996										
Invesco										
www.MassMutual.com/FF/odmax.pdf										
Invesco Real Estate Fund	15.13% 8.13%	8.13%	12.34%	2.93% 10.13%	13.45%	1.27%	\$12.70	1.27%	\$12.70	
REITS				S&P 500® Index	Index					
11/21/1997										
Invesco										
www.MassMutual.com/FF/iarax.pdf										
					-	•				

\*The benchmark since inception return is calculated from the month-end of the investment's inception.

accounting purposes, but is not payable to the investment adviser or subadviser (if applicable). For more information, please see the investment profile or the prospectus that corresponds to the investment, which are both available from MassMutual. Contact the MassMutual Participant Information Center at 1-888-606-7343. If you are currently not

participating in the Plan, contact Prince George's County at or Pensions & Investments Division 1400 McCormick Drive, Suite 110, Largo MD 20774.

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share class (due to lower expenses of the newer share class) would result in better performance, then pre-inception performance represents that of the older share class without performance shown. If pre-inception performance is shown, it is generally the performance of an older share class of the investment itself or its underlying investment (depending upon the investment) adjusted for fees and expenses of the newer share class. However, if using the expenses of the newer share class rather than the expenses of the older Other share classes of an investment or its underlying investment (depending upon the investment) may have existed longer, which may account for any pre-inception any expense adjustment.

The cumulative effect of fees and expenses can substantially reduce the growth of your retirement savings. Visit the U.S. Department of Labor's Website for an example showing Fees and expenses are only one of many factors to consider when you decide to invest in an alternative. You may also want to think about whether an investment in a particular the long-term effect of fees and expenses at https://www.dol.gov/sites/default/files/ebsa/about-ebsa/our-activities/resource-center/publications/a-look-at-401k-plan-fees.pdf. option, along with your other investments, will help you achieve your financial goals.

To obtain additional information about the Plan's designated investment alternatives, please obtain the Investment Profiles for the specific investment alternatives you are interested in using the web site addresses provided in the Comparative Chart or go to www.retiresmart.com.

documents, financial statements or reports, a statement of the value of each investment available under the Plan as well as the valuation date, and a list of the assets that make up You have the right to request the following information relating to the Plan's investment alternatives: copies of prospectuses or any short-form or summary prospectus or similar the portfolio of each investment under the Plan that constitute "plan assets" within the meaning of U.S. Department of Labor regulations and the value of each of these assets. In addition, you may request a free paper copy of the information available on the web site(s) listed on the Comparative Charts above and the Glossary of Investment Terms. This information can be obtained by contacting Prince George's County at or Pensions & Investments Division 1400 McCormick Drive, Suite 110, Largo MD 20774 or MassMutual Participant Information Center, P.O. Box 219062, Kansas City, MO 64121-9062, 1-888-606-7343.

# Model Portfolio Asset Allocation Strategies.

MassMutual's model portfolio product differs from a DIA in that:

- a. Model portfolios consist solely of Plan DIAs.
- b. Participants' assets are allocated among the applicable DIAs underlying the portfolio.
- c. The model portfolios do not themselves constitute an equity security or unit of participation.

A model portfolio asset allocation combines the investment options that are currently available in your plan in specific percentages to create asset allocation strategies based on when you intend to retire and your comfort with risk. Generally target date strategies or lifecycle funds are designed to become more conservative as your retirement age gets conservative, moderate, and aggressive options based upon investors' risk tolerance (often determined by responses to a risk quiz). The asset allocation of lifestyle strategies closer and are held beyond the presumed retirement date to offer a continuing investment option for the investor in retirement. Target risk or lifestyle strategies constitute does not follow a glide path, so will not automatically become more conservative over time. Because equities have historically exhibited more volatility than bonds or cash equivalents and stable value, portfolios with higher weight in equities are considered more aggressive.

# Administrative Expenses

against your account balance to the extent they are not charged against forfeitures or paid by the Plan Sponsor. As a result, your account balance may be reduced for your share of any Plan Administrative fees charged against your account. These fees may be charged on a pro rata basis (i.e., based on the relative size of each participant and beneficiary's dollar amount will be reported to you in the calendar quarter following the quarter in which the charge occurs. Please refer to your quarterly account statement for information on If fees/expenses are incurred for plan administration, such fees/expenses may be charged to the Plan. As an individual account Plan, these Administrative Fees may be charged account) and/or a per capita basis (i.e., each participant and beneficiary is charged the same fee). If Plan Administrative fees are charged to your account balance, the actual any fees actually charged to your account.

Please note that the Plan Administrative fees which appear below are not reflected in the total annual operating expenses of any of the Plan's investment options. However, in addition to the Plan Administrative fee amounts listed in this section, some of the Plan's Administrative fees may have been paid through revenue sharing arrangements maintained with one or more of the Plan's investment options in which you may be invested

# Pro Rata Fees

Plan administration fees/expenses that may be charged pro rata include, but are not limited to, fees/expenses for legal, accounting, audit, compliance, intermediary/advisor, investment, recordkeeping, and trustee services (collectively "Plan Administration Fees").

# Per Capita Fees

Plan administration fees/expenses that may be charged on a per capita basis are fees/expenses for recordkeeping services.

If the Plan's Sponsor normally pays the face for administrative services performed by MassMutual, the Plan's Sponsor's authorizing that the extra allowed performed a divertigant's account balances on a protein extra allowed by the Plan's Administrative Services and the polynomiation of the overdue appearses will be determined by multiplying the fan's Sponsor's authorizing the true custading genesics and the plan's Administrative Services that are provisions in your Plan and if requested by the Plan's Administrative Services that are provisions in your Plan and if requested by the Plan's Administrative Services that are provisions in your Plan and if requested by the Plan's Administrative Services that are provisions in your Plan and if requested by the Plan's Administrative Services that are plant compared adminit the rescue administrative Service that are plant completed activation and allocation services is an optional service that a Plan Sponsor calculation to the plant compared activation and allocation services is an optional service that a Plan Sponsor calculation and allocation services is SSQ. An addinating the next 12 months if applicable to the provisions in your Plan and if requested by the Plan Sponsor. The fae for amplyer accompany the plant Sponsor faus the current plant and the plant power can be plant plant and plant the plant service that a Plan Sponsor accords the analytic service that a Plan Sponsor accords the advince that and allocation services is a optional service that a Plan Sponsor accords the advince that a far and allocation services is a optional second service second service service that a Plan Sponsor and the plant and plant the account planta at a far and allocation services is a company and the plant service that a Plan Sponsor and the plant service that a Plant Sponsor and the planta and and the planta service that a Planta se	Administrative Expenses (continued)
Cortain consulting services may be performed during the next 12 months if applicable to the provisions in your Plan and if requested by the Plan Sponsor. Consulting services inclued the following. Employer contribution calculation and allocation service is an optimal service that are Plan Sponsor consulting services inclued the following. Employer contribution calculation and allocation services is an optimal service that are Plan Sponsor consulting services inclued the following. Employer contribution reclueisation services is an optimal service that a Pan Sponsor consulting services inclued the form on their helaf. The Plan Sponsor consulting services inclued the new as treatment of allocation set obtaines to be related in the Plan Sponsor. The plan see requised to somplete the services it the Plan Sponsor that requires a true-up calculation to be performed at the end of a plan year, there is a \$250 fee if the true-up contribution heavier is a mandment to evolve and short on the investment to a mass Mutual plan document take is \$300. The Plan Sponsor the investment take and and the amont requires customization of provisions, an additional hourly fee of \$200 will be charged. If a plan amendment to the investment arrangement as a bab abord plan discipant discipant there will be a charge of \$100. If the Voume Submitter plan document is equired to any plan and and the amont and the amont and the plan set and	If the Plan's Sponsor normally pays the fees for administrative services performed by MassMutual, and the payment is overdue in accordance with the Plan Sponsor's Administrative Services Agreement with MassMutual, the Plan Sponsor is authorizing that the outstanding expenses will be deducted from participants' account balances on a pro rata basis to the extent allowed by the Plan's Administrative Services Agreement. Your share of the overdue expense will be determined by multiplying the fee by a ratio that is equal to the value of your account balance divided by the value of all account balances under the plan. <b>Consulting Services</b>
Employer contribution calculation and allocation service that a Plan Sponsor can elect to have MassMutual perform on their behalt. The fee for employer contribution provision that requires a true-up calculation and allocation stresses is \$300, har additional fee of \$300 per hour will be charged if more than fritee hours are required to complete the service. If the Plan Rancial reports provision that requires a true-up calculation and allocation stresses is \$300, har additional fee of \$300 per hour will be charged if more than fritee hours are required to complete the service. If the Plan Sponsor requests MassMutual to perform research, such as \$75 per hour fee may be charged. The Plan Sponsor requests MassMutual to perform research, such as \$75 per hour fee may be charged. The plan menohment is required for a MassMutual han document take to a charge of \$100. If the total solutions Sbon first prior spease that advince the anondoment is required to the anondoment is required to the anondoment is required. The anondoment is required to the anondoment is required to a provision, an additional hourly fee of \$200 will be charged. The Plan has a participant toornext is equired, the anondoment is equired, the anondoment is required. The anondoment is required the investment arrangement, a safe harbor plan design, an automatic enrollment feature or other plan provision for which a participant disclosure provided and regined, the land Policy amendment feature or other plan provision for which a participant disclosure may be charge of all participants accounts if directed by the Plan's Sponsor will be charged and equired. The anondoment is environed and the plan sactore may be charge of the reservers in the plan sactore transmitten and and and anon set and plan to the plan sactore to the plan sactore to the plan sactore transmitten the transmitten take to complete the set of anondoment is related to a provision and the complete the set of anondoment is required to account blance of the plan's Sponsor time teston of provis	Certain consulting services may be performed during the next 12 months if applicable to the provisions in your Plan and if requested by the Plan Sponsor. The fee for any of the services that are performed will only be paid from plan assets if directed by the Plan Sponsor. Consulting services include the following.
If the Plan Sponsor requests MassMutual to perform research, (such as documenting regulatory compliance, e.g. providing historical participant transaction forms, supporting financial reports, past Forms 5500 fillings, prioryears mondiscrimination tests, etc. Ja \$75 per hour fee may be charged. If a plan amendment is required for a MassMutual plan document due to a charge in a regulatory, law, or to comply with Title I of ENSA, there will be a charge of \$100. If the Volume Submitter plan document is mended and requires cutent due to a represint, an additional hourly fee of \$200 will be charged. If an amendment to the investment arrangement, a safe harbor plan design, an automatic monthment fee is \$200. If the Plan has a participant loan provision and the Loan Policy meeds to be amended, the loan Policy amendment fee is \$200. If the Plan has a qualified default investment arrangement, a safe harbor plan design, an automatic enrollment feature or other plan provision for which a participant disclosure notices may be provided annually, the Plan Sponsor may request MassMutual to prepare the applicable notices. The fee for preparation for which a participant disclosure notices may be root default investment arrangement, a safe harbor plan design, an automatic enrollment feature or other plan provision for which a participant disclosure notices may be root default and on provision and the loan Policy antennots in directed by the Plan Sponsor may request the readen or producing participant disclosure notices in the readen or producing participant disclosure notices may be root defaued and the Plan Sponsor directs MassMutual to deduct the fees for these services from maring participant disclosures and be deducted on a protucing parteriant account bial deduct the fees for meals and to the value of your account balances, the fees will be deducted on a protucing parteriant and maring the remined by materials. Tary of these consulting services are performed and the Plan Sponsor directa by the Plan Sponsor. The tee for malin	Employer contribution calculation and allocation service is an optional service that a Plan Sponsor can elect to have MassMutual perform on their behalf. The fee for employer contribution calculation and allocation services is \$500. An additional fee of \$200 per hour will be charged if more than three hours are required to complete the service. If the Plan has a matching contribution provision that requires a true-up calculation to be performed at the end of a plan year, there is a \$250 fee if the true-up contribution has to be revised.
If a plan amendment is required for a MassMutual plan document due to a change in a regulation, law, or to comply with Tritle I of ERISA, there will be a charge of \$100. If the Volume Submitter plan document is amended and requires customization of provisions, an additional hourly fee of \$200 will be charged. If an amendment to the investment contract is required, the amendment preparation fee is \$300. If the Plan has a participant loan provision and the Loan Policy meeds to be amended, the loan Policy amendment fee is \$300. If the Plan has a participant loan provision and the Loan Policy meeds to be amended, the loan Policy amendment fee is \$300. If the Plan has a qualified default investment arrangement, a set harbor plan design, an automatic enrollment feature or other plan provision for which a participant disclosure notice must be provided amuelly, the Plan Sponsor may request MassMutual to prepare the applicable notices. The fee for preparation of participant disclosure notices may be paid from participant accounts if directed by the Plan Sponsor. The fee for mailing participant disclosure notices may be paid from participant accounts if directed by the Plan Sponsor. The fee for mailing certain required notices is used to these sortices store searce strom participant secount balances the fees value of optices are performed and the Plan's Sponsor directs MassMutual to deduct the fees for these services from participant secount balances the fees value of all participants' account balances will be determined by multiplying the fee by a ratio that is equal to the value of your account balances, the fees value of all participants' account balance wided by the Plan's administrative services expenses. However, in certain stuatoma additional the sector and those plans must be charged. Mondusc finational detion for the value of by pour account balance stores expenses. However, in certain stuations additional fees for nondiscrimination testing area included as part of the Plan's administrative services expenses. Ho	If the Plan Sponsor requests MassMutual to perform research, (such as documenting regulatory compliance, e.g. providing historical participant transaction forms, supporting financial reports, past Forms 5500 filings, prior years nondiscrimination tests, etc.) a \$75 per hour fee may be charged.
If an amendment to the investment contract is required, the amendment preparation fee is \$300. If the Plan has a participant loan provision and the Loan Policy needs to be amended, the loan Policy amendment fee is \$100. If the Plan has a qualified default investment arrangement, a safe harbor plan design, an automatic enrollment feature or other plan provision for which a participant disclosure notice must be provided annually, the Plan Sponsor may request MassMutual to prepare the applicable notices. The fee for preparation of participant disclosure notices may be paid from participant accounts if directed by the Plan Sponsor. The fees for mailing participant accounts if directed by the Plan Sponsor. The fees for mailing participant accounts if directed by the Plan Sponsor. The fee for mailing certain required notices is calculated based on producing, packaging and mailed them materials. The fees for mailing participant accounts if directed by the Plan Sponsor. The fee for mailing certain required notices is will be detected on a por rate based on producing, packaging and mailed them analy the fees by a ratio that is equal to the value of your account balances, the fees will be detucted on a por rate basis. Your share of the expense will be determined by multiplying the fee by a ratio that is equal to the value of your account balance studed by the value of all participants' account balances the fees the value of all participants' account balances the fees will be detected on a por rate basis. Your share of the expense will be determined by multiplying the fee by a ratio that is equal to the value of the rate of the expense will be detected on a por area basis. Your share of the expense will be detected or a porter plan. <b>Bgulatory Testin Matery Testin Ma</b>	If a plan amendment is required for a MassMutual plan document due to a change in a regulation, law, or to comply with Title I of ERISA, there will be a charge of \$100. If the Volume Submitter plan document is amended and requires customization of provisions, an additional hourly fee of \$200 will be charged.
If the Plan has a participant loan provision and the Loan Policy needs to be amended, the loan Policy amendment fee is \$100. If the Plan has a qualified default investment arrangement, a safe harbor plan design, an automatic enrollment feature or other plan provision for which a participant disclosure notices may be paid from participant accounts if directed by the Plan Sponsor. The fee for preparation of participant disclosure notices may be paid from participant accounts if directed by the Plan Sponsor. The fee for mailing participant disclosure motices may be paid from participant accounts if directed by the Plan Sponsor. The fee for mailing certain required notices is calculated based on producing, packaging and mailing the materials. If any of these consulting services are performed and the Plan's Sponsor directs MassMutual to deduct the fees for these services from participants' account balances, the fees will be deducted on a pro rata basis. Your share of the expense will be detucted on a provation of participants' account balances, the fees will be deducted on a pro rata basis. Your share of the expense will be detucted on these or approximation testing services are performed and the Plan's Sponsor directs MassMutual to deduct the fees for these services from participants' account balances the fees will be deducted on a proverse will be detucted on a proverse account balance will be detucted on a proverse account balance such and the Plan's Sponsor directs massMutual to the tee by a ratio that is equal to the value of your account balance stores are barrier and the Plan's sponsor traination testing and the Plan's solut account balance be account balance and the Plan's solut account balance acco	If an amendment to the investment contract is required, the amendment preparation fee is \$300.
If the Plan has a qualified default investment arrangement, a safe harbor plan design, an automatic enrollment feature or other plan provision for which a participant disclosure notices may be paid from participant accounts if directed by the Plan Sponsor. The fees for mailing participant disclosure notices may be paid from participant notices and disclosures may be paid from participant accounts if directed by the Plan Sponsor. The fees for mailing certain required notices is calculated based on producing, packaging and mailing the materials. If any of these consulting participant notices are performed and the Plan's Sponsor directs MassMutual to deduct the fees for these services from participants' account balances, the fees will be deducted on a pror cata basis. Your share of the expense will be determined by multiplying the fee by a ratio that is equal to the value of your account balances, the fees will be deducted on a pror cata basis. Your share of the expense will be determined by multiplying the fee by a ratio that is equal to the value of your account balances, the fees will be deducted on a pror cata basis. Your share of the expense will be determined by multiplying the fee by a ratio that is equal to the value of your account balances, the fees will be deducted on a pror cata basis. Your share of the expense will be determined by multiplying the fee by a ratio that is equal to the value of your account balances, the fees will be deducted on a pror cata basis. Your share of the expense will be determined by multiplying the fee by a ratio that is equal to the value of your account balances and use of the expense will be determined by multiplying the fee by a ratio that is equal to the Plan's administrative services expenses. Herewere, in certain situations additional fees for nondiscrimination testing may be charged. If the Plan Sponsor maintains two or more retirement plans and those plans must be combined to perform the annual nondiscrimination testing, a fee will be charged to aggregate the plans d	If the Plan has a participant loan provision and the Loan Policy needs to be amended, the loan Policy amendment fee is \$100.
The fees for mailing participant notices and disclosures may be paid from participant accounts if directed by the Plan Sponsor. The fee for mailing certain required notices is calculated based on producing, packaging and mailing the materials. If any of these consulting services are performed and the Plan's Sponsor directs MassMutual to deduct the fees for these services from participants' account balances, the fees will be deducted on a pro rate basis. Your share of the expense will be determined by multiplying the fee by a ratio that is equal to the value of your account balance divided by the value of all participants' account balances under the plan. <b>Regulatory Testing Regulatory Testing</b> Nondiscrimination testing is required to be performed each year. Basic nondiscrimination testing services are included as part of the Plan's administrative services expenses. However, in certain situations additional fees for nondiscrimination testing may be charged. If the Plan Sponsor maintains two or more retirement plans and those plans must be combined to perform the annual nondiscrimination testing or a combined basis. The fee for aggregating the retirement plan data is \$2,000 per plan.	If the Plan has a qualified default investment arrangement, a safe harbor plan design, an automatic enrollment feature or other plan provision for which a participant disclosure notice must be provided annually, the Plan Sponsor may request MassMutual to prepare the applicable notices. The fee for preparation of participant disclosure notices may be paid from participant accounts if directed by the Plan Sponsor.
If any of these consulting services are performed and the Plan's Sponsor directs MassMutual to deduct the fees for these services from participants' account balances, the fees will be deducted on a pro rata basis. Your share of the expense will be determined by multiplying the fee by a ratio that is equal to the value of your account balance divided by the value of all participants' account balances under the plan. <b>Regulatory Testing</b> Nondiscrimination testing is required to be performed each year. Basic nondiscrimination testing services are included as part of the Plan's administrative services expenses. However, in certain situations additional fees for nondiscrimination testing may be charged. If the Plan Sponsor maintains two or more retirement plans and those plans must be combined to perform the annual nondiscrimination testing on a combined basis. The fee for aggregating the retirement plan data is \$2,000 per plan.	The fees for mailing participant notices and disclosures may be paid from participant accounts if directed by the Plan Sponsor. The fee for mailing certain required notices is calculated based on producing, packaging and mailing the materials.
<b>Regulatory Testing</b> Nondiscrimination testing is required to be performed each year. Basic nondiscrimination testing services are included as part of the Plan's administrative services expenses. However, in certain situations additional fees for nondiscrimination testing may be charged. If the Plan Sponsor maintains two or more retirement plans and those plans must be combined to perform the annual nondiscrimination testing, a fee will be charged to aggregate the plans data and perform the testing on a combined basis. The fee for aggregating the retirement plan data is \$2,000 per plan.	Plan's Spons ense will be
Nondiscrimination testing is required to be performed each year. Basic nondiscrimination testing services are included as part of the Plan's administrative services expenses. However, in certain situations additional fees for nondiscrimination testing may be charged. If the Plan Sponsor maintains two or more retirement plans and those plans must be combined to perform the annual nondiscrimination testing, a fee will be charged to aggregate the plans data and perform the testing on a combined basis. The fee for aggregating the retirement plan data is \$2,000 per plan.	Regulatory Testing
If the Plan Sponsor maintains two or more retirement plans and those plans must be combined to perform the annual nondiscrimination testing, a fee will be charged to aggregate the plans data and perform the testing on a combined basis. The fee for aggregating the retirement plan data is \$2,000 per plan.	Nondiscrimination testing is required to be performed each year. Basic nondiscrimination testing services are included as part of the Plan's administrative services expenses. However, in certain situations additional fees for nondiscrimination testing may be charged.
	If the Plan Sponsor maintains two or more retirement plans and those plans must be combined to perform the annual nondiscrimination testing, a fee will be charged to aggregate the plans data and perform the testing on a combined basis. The fee for aggregating the retirement plan data is \$2,000 per plan.

Administrative Expenses (continued)
If a completed nondiscrimination test needs to be revised at a later time, a \$500 fee will be charged for each revised test. This revision fee applies to ADP and ACP tests, 415 limitation tests, and the 416 top-heavy tests.
Specialized nondiscrimination testing may be required due to the complexity of certain plan provisions. The fee for specialized testing is \$1250. An additional fee of \$200 per hour will be charged if more than three hours are required to complete the testing service. In addition, the Plan's definition of compensation used for the annual nondiscrimination testing purposes may itself require a nondiscrimination test. If the compensation ratio test is required to be performed the fee is \$500.
If any additional regulatory testing services are performed and the Plan's Sponsor directs MassMutual to deduct the fees for these services from participants' account balances, the fees will be deducted on a pro rata basis. Your share of the expense will be determined by multiplying the fee by a ratio that is equal to the value of your account balance divided by the value of all participants' account balance
Reporting Services
The retirement plan is required to file Form 5500 Annual Return/Report of Employee Benefit with the U.S. Department of Labor each plan year. Preparation of the Form 5500 Annual Return/Report is part of the Plan's administrative services expenses. However, in certain situations, additional fees for preparation or amendment of the Form 5500 filing may be charged.
If this Plan has investments with more than one investment provider, a fee will be charged to prepare a consolidated Form 5500 filing. The fee for preparation of a consolidated Form 5500 Annual Return for a plan that has plan assets with multiple investment providers will be \$500 per investment provider.
If MassMutual prepares an amended Form 5500 Annual Return/Report filing for the Plan's Sponsor, a fee will be charged. The fee to prepare an amended Form 5500 Annual Return/Report is \$250 for plan years beginning in 2009 and later and \$500 for plan years that began prior to 2009.
If the Plan's Sponsor directs MassMutual to deduct the fees for this service from participants' account balances, the fees will be deducted on a pro rata basis. Your share of the expense will be determined by multiplying the fee by a ratio that is equal to the value of your account balance divided by the value of all participants' account balances under the plan.
Contract Discontinuance and Termination Services
If at some point in the future the Plan discontinues the investment provider relationship with MassMutual either by transitioning the Plan to a new record keeper or because of the complete termination of the Plan, additional fees may be charged depending on the terms of the investment contract/agreement in effect at that time and certain administrative services performed in conjunction with the event.
When investment contracts are discontinued, the participants' accounts could be assessed contract surrender charges, termination asset charges, or market value adjustments. Your Plan's specific investment contract/agreement will identify which of these discontinuance fees are in effect. The discontinuance fees may also be dependent on the conditions of the market at the point in time the investment contract/agreement is discontinued.
If any special reports are requested during the transition of the plan to a new record keeper, a \$300 fee may be charged for each report.
Adjustment Fees
On occasion, the Plan Sponsor may request that certain calculations be performed to make adjustments to specific participants' accounts or to calculate and allocate earnings. The fee for such a service is \$75 per hour.

# Administrative Expenses (continued)

expense will be determined by multiplying the fee by a ratio that is equal to the value of your account balance divided by the value of all participants' account balances under the If the Plan's Sponsor directs MassMutual to deduct the adjustment fee from participants' account balances, the fee will be deducted on a pro rata basis. Your share of the

In addition, there may be other administrative services performed by service providers outside of MassMutual during the next 12 months. However, it is unknown at this time if any accounts, they may be deducted on a pro rata or a per capita basis. The Plan Sponsor will direct which allocation method will be used when the fee for the service is submitted for services by other service providers will be required, what fees may be charged and whether those fees will be paid from plan assets. Examples of other administrative services that may occur outside of MassMutual and that may be paid by plan assets if not paid by the Plan Sponsor include but are not limited to: legal services; third party administrator services; accounting services; plan audits; and intermediary/advisor services. If any fees for services performed outside of MassMutual are to be deducted from participant payment to the service provider or reimbursement to the Plan Sponsor.

# Individual Expenses -

The Plan may impose certain charges against individual participants' accounts rather than charge them against the Plan as a whole. These charges may arise based on your use divorce). Any fee or expense charged against your account will be reported to you in your quarterly account statement in the calendar quarter following the quarter in which the of a feature available under the Plan (e.g., participant loans), or based on the application of applicable law (e.g., processing a qualified domestic relations order in case of a charge occurs (and/or, as applicable, in any transaction statement).

<b>Current Fees</b>	\$75	\$75	\$20
Activity Type	Insufficient Funds	Reprocessing (adjustment)	Special Mailing

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## Maryland State Retirement and Pension System

#### Normal Retirement Date (NRD):

- Age 65 with 10 or more years of eligibility service
- RULE OF 90-sum of age and years of eligibility service equals 90

#### **Early Retirement:**

• Age 60 with 15 or more years of eligibility service. A 6% reductions for each year prior to age 65 (.5% for each month – maximum reduction of 30%).

#### **Contributions:**

• None \*\*\*If wages are over \$137,700, then 5% contribution of the base salary is required.

#### Vesting (10 or more years):

• 10 or more years of eligibility service



## General Schedule Supplemental Pension Plan

#### Normal Retirement Date (NRD):

- Age 60 with 15 or more years of eligibility service
- Age 65 with 10 or more years of eligibility service
- RULE OF 90-sum of age and years eligibility of service equals 90
- Normal retirement date under the Maryland State Retirement and Pension System

#### **Benefit:**

• 30 years of service = 30%

#### **Benefit Formula**

0-30 Years x FAS x 1% = Maximum 30%

#### **Contribution (Pre-Tax):**

• Employee – **3.52%** of base salary

#### Vesting (10 or more years):

- Choice to vest or get refund with interest at 5%
- Less than 10 years refund only with interest at 5%

#### **Final Average Salary (FAS):**

• Based on your three (3) highest earnings over five (5) consecutive years



### AFSCME Supp. Pension Plan (Locals 2462, 2735, 3389 and 1170)

#### Normal Retirement Date (NRD):

- Age 55 with 15 years of eligibility service
- Age 62 with 5 years of eligibility service
- Any age with 30 years of eligibility service
- Normal retirement date under the Maryland State Retirement and Pension System

#### **Benefit:**

• 30 years of service = 30%

#### **Benefit Formula**

0-30 Years x FAS x 1% = Maximum 30%

#### **Contribution (Pre-Tax):**

• Employee – **1.35%** of base salary

#### Vesting (5 or more years):

- Choice to vest or get refund with interest at 5%
- Less than 5 years refund only with interest at 5%

#### **Final Average Salary (FAS):**

• Based on your three (3) highest earnings over thirty-six (36) consecutive months



### **Police Pension Plan**

#### Normal Retirement Date (NRD):

• 25 Years of Service or age 55

#### **Benefit:**

• 25 years of service = 72.5%

Benefit Formula			
0-20 Years x	FAS x	3% = Maximum 60%	
21 - 30 Years x	FAS x	2.5% = Maximum 85%	

#### **Contribution (Post-Tax):**

• Employee – **10%** of base salary

#### Vesting (10 or more years):

- Choice to vest or get refund with interest at 5%
- Less than 10 years–refund only with interest at 5%

#### Final Average Salary (FAS):

• Based on the two highest consecutive biweekly earnings over the past 24 months

#### **Disability Retirement:**

- Service Connected Disability 55% of average salary
- Non-Service Connected Disability 50% average salary \*\*\*Must have completed 5 years of actual and continuous service.

#### Military:

• Once you have completed 5 years of service, you can purchase up to 2 years of prior military service which counts as additional service only.

Updated July 2019

#### THE PRINCE GEORGE'S COUNTY POLICE PENSION PLAN

#### (REVISED AND RESTATED EFFECTIVE 1/1/2015)



PRINCE GEORGE'S COUNTY, MARYLAND

#### THE PRINCE GEORGE'S COUNTY POLICE PENSION PLAN Revised and Restated Effective 1/1/2015

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#### PRINCE GEORGE'S COUNTY POLICE PENSION PLAN Preamble

This Plan originally went into effect as of May 1, 1962. The terms of the original Plan were contained in a contract between the County and New England Mutual Life Insurance Company, known as Group Annuity Policy No. GA-227. Under this Group Annuity Policy, the contributions to provide the benefits under the Plan were paid over to the Insurance Company for investment, and for payment of such benefits. That Group Annuity Policy was amended from time to time.

By Executive Order No. 200-1973, dated October 9, 1973, the Group Annuity Policy was terminated, and the Plan was amended to authorize the transfer of the Plan assets from the Insurance Company to a Trustee for purposes of investment and benefit payment. By Executive Order 73-1974, a separate Plan document was adopted effective January 1, 1973.

Effective July 1, 1983, the provisions of the Plan effective from and after January 1, 1973, and all amendments made thereafter, were set forth in a revised and restated Plan.

The Plan was revised again from time to time. Effective July 1, 2002, by Executive Order 43-2003, the Plan was revised and restated again to incorporate all changes made since the last Plan revision. This revision is effective January 1, 2015 unless otherwise indicated in the document.

For the provisions of the Plan at any time prior to the 2015 revision, reference should be made to the original Plan documents, or to the various restatements made since then, and to any of the amendments made thereto, all of which are on file at the Retirement Administrator's office.

#### PRINCE GEORGE'S COUNTY POLICE PENSION PLAN (Revised and Restated Effective January 1, 2015)

#### Section 1 Definitions

The following words and phrases used in this Plan shall have the following meanings, unless a different meaning is plainly required by the context:

<u>Actual Service</u> means (I) service as a sworn police officer with the Prince George's County Police Department, (II) service in the armed forces of the United States immediately following service as an Employee, provided the Employee complies with all requirements of federal law in order to be entitled to reemployment and provided the Employee is reemployed by the County within the period provided by such law, and (III) active service with the Prince George's County Fire Service pursuant to Section 3.1(g) of this Plan.

Actuarial Equivalent means a benefit provided in the Plan that is determined by the Actuary for the Plan to be the equivalent of some other benefit provided in the Plan, based on the interest rate and the mortality and other tables and assumptions adopted for such purpose by the Retirement Administrator and described in the Appendix to the Plan. No amendment to the factors in the Appendix shall cause a Participant's accrued benefit to be decreased below the value of his accrued benefit as calculated on the date immediately preceding such amendment.

<u>Administrative Review Board</u> means the Administrative Review Board established by Section 8.3.

<u>Average Annual Compensation</u> means an amount computed by dividing by two the Compensation of a Participant during whatever period of twenty-four consecutive months of his Continuous Service will provide the largest total Compensation for any such period. For any Participant who retires on or after July 1, 1991, Average Annual Compensation shall be calculated as if the Participant had received, beginning July 14, 1991, the 7% cost of living increase set forth in the original collective bargaining agreement for Fiscal Years 1990 through 1992, rather than not having received the 7% increase until April 5, 1992.

In addition, for any Participant who retires on or after July 1, 1991, a furlough during any period of 24 consecutive months of continuous service shall not reduce a Participant's Average Annual Compensation. Average Annual Compensation shall be calculated as if the Participant had received his or her entire compensation during such furlough period.

In addition, for any Participant who retires between July 1, 1993, and June 30, 1997, and who experienced or is experiencing a delay in receipt of a merit step increase which he or she

otherwise would have been entitled to receive during the period July 1, 1993 through June 30, 1994, Average Annual Compensation shall be calculated as if the Participant had received, on his or her anniversary date during the period from July 1, 1993 through June 30, 1994, the merit step increase which he or she otherwise would have been entitled to receive during that period, rather than not having received this merit step increase until after June 30, 1994.

Any plan member who retires before the member has completed twenty-one (21) years of service and who otherwise would have been eligible to receive a merit increase during Fiscal Year 1996 but did not receive one will be held harmless for the purpose of pension benefit calculation and thus be treated as if the member had received a Fiscal Year 1996 merit increase on schedule.

Any plan member who retires before the member has completed twenty-two (22) years of service and who otherwise would have been eligible to receive a merit increase during Fiscal Year 1997 but did not receive one will be held harmless for the purpose of pension benefit calculation and thus be treated as if the member had received a Fiscal Year 1997 merit increase on schedule.

For purposes of calculating the pre-retirement death benefit payable to a surviving spouse for a Death in the Line of Duty benefit, Average Annual Compensation shall be calculated by assuming that any posthumously awarded promotion of the Participant applies for all years of service used in the calculation, and by assuming that a Participant with fewer than twenty-four months of service has twenty-four months, and that the compensation earned for imputed months of service equals the average of compensation earned during actual months of service.

For any Participant who retires during the period from July 1, 2013 through June 30, 2015, 'Average Annual Compensation', as that term is defined herein, will be calculated as if the employee had received all merit steps in Fiscal Years 2010, 2011 and 2012 on his/her anniversary date for the applicable merit increase that the employee otherwise would have been eligible to receive.

<u>Beneficiary</u> means any person designated by a Participant or by a Domestic Relations Order to receive death benefits under this Plan.

<u>Compensation</u> means the basic compensation received by a Participant for services rendered by the Participant, excluding any overtime pay, bonuses, or other additional compensation, but, effective July 1, 1984, including education incentive pay. Compensation shall be determined by using the rates of the Participant's basic compensation from time to time in effect, on the basis that the Participant actually received basic compensation at such rates at all times while they were in effect. For hourly paid Participants, Compensation shall be determined on the assumption that the participant had been employed continuously for eight-hour days and five-day weeks, and by applying each of his basic hourly rates of pay until changed. There shall be a limit on the Compensation considered for Plan Participants, but only for those first becoming Participants on or after December 31, 1995, which shall be the dollar limit described in Section 401(a)(17) of the Internal Revenue Code, as indexed.

<u>Contingent Annuitant</u> means any person designated by a Participant or by a Domestic Relations Order to receive benefits under the optional forms of benefit payment provided for in Section 5.2.

<u>Continuous Service</u> means the most recent unbroken period of employment of a Participant by the County. It shall consist of the number of completed years and months included in that period. For purposes of determining a Participant's Continuous Service, his employment shall not be deemed to be broken by any of the following:

(a) Termination of employment followed by reemployment within 180 days of the date of termination.

(b) Lay-off followed by reemployment within three years of the date of lay-off.

(c) Leave of absence of not more than twelve months, or absence due to illness or disability, provided that the Employee (I) returns to the employment of the County at the end of any such period of absence, and (II) is not employed during the period of any such absence unless such employment is approved by the County.

(d) Service in the armed forces of the United States immediately following service as an Employee, provided that the Employee complies with all of the requirements of federal law in order to be entitled to reemployment and provided that the Employee is reemployed by the County within the period provided by such law.

County means Prince George's County, Maryland.

<u>Credited Service</u> means all service of a Participant for which credit is given under this Plan for the purpose of computing any benefit provided by this Plan, as determined by the provisions of Section 3.1.

<u>Death in the Line of Duty</u> means a death that occurs as a result of and arising out of or in the course of the actual performance of duty for Prince George's County, Maryland. A death shall not be considered to be a Death in the Line of Duty if: (A) the death was caused by the intentional misconduct of the decedent or by such decedent's intention to bring about such decedent's death; (B) the decedent was voluntarily intoxicated (as defined in section 1204 of the 1968 Omnibus Crime Control and Safe Streets Act) at the time of death; (C) the decedent was performing such duties in a grossly negligent manner at the time of death; or (D) the payment is to an individual whose actions were a substantial contributing factor to the death of the decedent. An eligibility determination at the death of a Participant for the benefits payable as a result of a Death in the Line of Duty shall be made by the Administrative Review Board. <u>Disability Retirement Date</u> means the first day of the month, prior to his Normal Retirement Date, coinciding with or immediately following the date of termination of a Participant's paid employment by the County as a result of a disability coming within the definition of disability in Section 4.2(a).

Notwithstanding this definition, effective June 1, 1987, if a Participant's termination of employment as a result of disability is caused by a condition existing prior to the Participant's Normal Retirement Date, the benefit shall be a Disability Retirement benefit, even if employment terminates after the Participant's Normal Retirement Date, provided that:

(a) The Participant's disability has been found to be a service-connected disability pursuant to the terms of the Plan; and;

(b) The service-connected disability is determined to have first existed less than one hundred twenty (120) days before the Participant's Normal Retirement Date, and the service-connected disability is precipitated by an on-the-job accident determined to have occurred less than one hundred twenty (120) days before the Participant's Normal Retirement Date; and

(c) The Participant notifies the Retirement Administrator, in writing, of his/her intent to seek a disability retirement under this exception within sixty (60) days following the Participant's Normal Retirement Date or the adoption of this resolution, whichever is later.

Domestic Relations Order means a court order which complies with Section 11.3.

<u>Employee</u> means any person employed by the County as a police officer, who is so employed customarily for more than 20 hours per week and for more than five months in any calendar year.

<u>Normal Retirement Date</u> means the first day of the month coinciding with or immediately following the earlier of the date on which a Participant has attained age 55 or the date on which he has completed 20 years of Actual Service, provided that service of a participant prior to July 1, 1990 which is transferred to the Plan pursuant to Article 73B, Section 32 or Section 32B of the Maryland Annotated Code, or which could have been so transferred but for the fact it is already included under a "Purchased Service" rule of Section 3.1, shall be considered as Actual Service for the purpose of determining his/her normal retirement date.

Participant means an Employee who participates in the Plan as provided in Section 2.

<u>Plan</u> means the retirement plan as herein set forth and as it may from time to time be amended. The plan may be referred to as "Prince George's County Police Pension Plan."

<u>Plan A</u> describes the benefits provided to all Participants employed on or before December 31, 1989, who elected to continue in Plan A.

<u>Plan B</u> describes the benefits provided to all Participants employed after December 31, 1989, or those employed on or before December 31, 1989, who have made a timely election to receive Plan B benefits.

<u>Plan Year</u> means the calendar year.

<u>Retirement Administrator</u> means the person designated as the administrator of the Plans as provided in Section 8.1

<u>Trust Agreement</u> means the Trust Agreement entered into between the County and the trustee or trustees named therein pursuant to the terms of the Plan, as it may be amended from time to time, which Trust Agreement forms a part of the Plan.

<u>Trust Fund</u> means the assets held in trust by the Trustees under the Trust Agreement.

<u>Trustee</u> means the person or persons who, at the particular time, shall be the trustee or trustees under the Trust Agreement.

#### Section 2 Requirements for Participation

#### 2.1 Who May Participate.

(a) <u>Employees Participating on July 1, 1998.</u>

Every Employee who is a Participant in this Plan on July 1, 1998, shall continue to be a Participant in this Plan, subject to all provisions of this Plan from time to time in effect.

(b) <u>Employees Employed on or After July 1, 1998.</u>

Every Employee employed by the County on or after July 1, 1998, shall become a Participant in this Plan on the date of his employment by the County.

(c) <u>Police Chief.</u>

Effective July 1, 1995, a Police Chief hired after July 1, 1995, may waive participation in the Plan. A Police Chief who waives participation shall do so irrevocably, and shall not thereafter earn or purchase Credited Service under the Plan, nor make contributions required under this Plan at Section 7.1, nor in any way participate under the Plan.

#### 2.2 Method of Becoming a Participant.

Each Employee shall fill out, sign and file with the Retirement Administrator any and all forms or other instruments that may be required by the rules adopted by the Retirement Administrator from time to time.

#### Section 3 Service

#### **3.1** Credited Service.

Credited Service of a Participant shall consist of the years and completed months equal to the total of the following periods of service up to a maximum of 30 years:

(a) Continuous Service while a Participant in this Plan and while making the Employee contributions from time to time required by this Plan which remain in the Trust Fund.

(b) Continuous Service while disabled as defined in Section 4.2(a) and while receiving approved disability or sick leave pay.

(c) Service in the armed forces of the United States which is included in Actual Service.

(d) Service, prior to absence for military service that is included in Continuous Service, that would have been included in Continuous Service if the Participant had not withdrawn his contributions to the Trust Fund, provided that he returns to the Trust Fund (I) the full amount he received as a result of his withdrawal of contributions, and (II) interest thereon at the rate of 5% per annum during the period between such withdrawal and repayment.

(e) Service in the armed forces of the United States, not included in his Credited Service under any other provision of this Plan, of up to thirty-six months if the Participant became an Employee prior to July 1, 1979, and of up to twenty-four months if he became an Employee on or after July 1, 1979, and, in either case, he makes the payments into the Trust Fund provided for in this Section 3.1(e).

For purposes of this Section 3.1(e), the definition of "service in the armed forces of the United States" shall be any full time active or reserve military service in the armed forces or reserve armed forces of the United States prior to a Participant's employment by the County for which the Participant can provide proof to the Administrator.

(1) <u>Participants Who Complete Five (5) Years of Continuous Service After</u> October 1, 1985, And Who Became Employees of the County After October 1, 1985. A Participant who completes five (5) years of Continuous Service after October 1, 1985, and who became an Employee of the County after October 1, 1985, must elect in writing, within sixty (60) days before the date on which he completes five (5) years of Continuous Service, to make the payments provided for in this subsection (e)(1). For each month of his military service for which he wishes a month of Credited Service, he must agree to pay into the Trust Fund an amount that will reimburse the Plan for all costs associated with the additional benefits which he wishes to purchase. The Retirement Administrator will establish and advise each Participant making the election called for herein of the dollar amount which such Participant must pay in order to make his purchase at no cost to the Plan.

If the Participant pays said amount into the Trust Fund within thirty (30) days after the date on which he completes five (5) years of Continuous Service, he shall receive Credited Service for the number of months of military service covered by such payment. If the Participant wishes to pay said amount over a period of time, he may elect to do so pursuant to rules established by the Retirement Administrator and at an interest rate established by the Retirement Administrator. A Participant who has agreed to pay said amount over a period of time may elect at any time to make no further payments, and will receive Credited Service for all months of his prior military service that he has fully paid for. He may not thereafter resume such payments.

(2) Effective January 1, 1985, upon retirement at or after Normal Retirement Date, if a Participant (I) has accrued Credited Service in excess of the maximum specified in the first paragraph of this Section 3.1 and (II) has previously purchased Credited Service for military service pursuant to this subparagraph (e) of this Section 3.1, such Participant shall receive a refund of the payments made for such military service which is in excess of the maximum Credited Service permitted, with interest thereon at a rate of 5% per annum.

(f) Maryland State Service.

(1) For all Participants in this Plan as of November 16, 1988, if the State System transfers to the Trust Fund the accumulated contributions of such Employee held in said System on behalf of such Employee, and the Employee is not otherwise entitled to Credited Service under Section 3.2, the Employee will be credited under the Plan with the number of years and months of service which the accumulated contributions and reserve (i.e., employer contributions attributable to such Employee) can purchase or could have purchased from the Plan without generating any additional cost to the Plan, whether or not such reserve actually had been transferred to the Plan as required by the Maryland Annotated Code at Article 73B, Section 32, as in effect immediately prior to July 1, 1988. The Fund's actuary shall determine, based on reasonable actuarial assumptions and standard actuarial principles, the amount of Credited Service to be given under this Plan that is the Actuarial Equivalent of accumulated contributions and reserve. (2) For any Employee who becomes a Participant in this Plan after November 16, 1988, if the State System transfers to the Trust Fund the accumulated contributions of such Employee held in said System on behalf of such Employee, and the Employee is not otherwise entitled to Credited Service under Section 3.2, the Employee will be credited under the Plan with the number of years and months of service which such accumulated contributions and any additional Employee contributions actually contributed by the Employee, or otherwise contributed on behalf of the Employee, up to the amount of the reserve, can purchase from the Plan without generating any additional costs to the Plan. The Fund's actuary shall determine, based on reasonable actuarial assumptions and standard actuarial principles, the actuarial reserve that is associated with such service, and the amount of Credited Service to be given under this Plan that is the Actuarial Equivalent of the Employee contributions up to the amount of the reserve.

For purposes of the above described subparagraphs (1) and (2), the Pension System for Employees for the State of Maryland shall be treated as if it were the Employees' Retirement System.

(g) Credited Service under the Prince George's County Fire Service Pension Plan, provided that there are transferred to the Trust Fund his contributions and the County contributions made on his behalf under said Plan. For purposes of the Plan definition of Normal Retirement Date, such service shall be treated as if it were Actual Service.

(h) If the Participant became an Employee on or after October 1, 1985, credit for up to twenty-four (24) months of prior service as a police officer of a state, or a political subdivision of a state, immediately prior to becoming an Employee, if the following conditions are met:

(1) That such Service would have been Actual Service under this Plan if it had been rendered by the Participant while an Employee, and

(2) The Participant elects in writing within ninety (90) days of the date on which he becomes an Employee to pay into the Trust Fund, for each month of service for which he wishes a month of Credited Service, an amount that will reimburse the Plan for all costs associated with the additional benefits which he wishes to purchase. The Retirement Administrator will establish and advise each Participant making the election called for herein of the dollar amount which such Participant must pay in order to make his purchase at no cost to the Plan.

Said payments may be made in a lump sum in full or over a period of time pursuant to rules established by the Retirement Administrator. A Participant who has agreed to pay said amount over a period of time may elect at any time to make no further payments. He may not thereafter resume such payments. Credited Service shall be granted only for those months for which the required payments are actually received. (i) Service as a County police officer prior to a break in such service of more than 180 days if the Participant is reemployed as a County police officer, and had completed five or more years of Credited Service prior to his reemployment and

(1) He had elected to have his contributions to the Trust Fund during such years of prior Credited Service returned to him and therefore not to receive benefits under Section 4.4(b) of this Plan, and, within 60 days of such reemployment, agrees to pay into the Trust Fund for each month of such service for which he wishes a month of Credited Service an amount equal to the sum of (i) the current monthly contribution required to be made by him under the Plan at his current rate of compensation at the time of such reemployment, plus (ii) interest at the rate of 5% per year compounded for the number of years of said break in service, or

(2) Had not elected to have his contributions to the Trust Fund during such years of prior Credited Service returned to him, and, within 60 days of such reemployment agrees to pay into the Trust Fund for each month of such service for which he wishes a month of Credited Service an amount equal to the sum of (I) the current monthly contribution required to be made by him under the Plan at his current rate of compensation at the time of such reemployment less his prior contribution to the Trust Fund, plus (II) interest at the rate of 5% per year compounded for the number of years of his said break in service.

If the Participant wishes to pay said amount over a period of time, he may elect to do so pursuant to rules established by the Retirement Administrator. Any unpaid balance will be subject to a charge at the rate of 5% per annum.

(j) Effective September 1, 1985, service as a police cadet for the County, not included in his Credited Service under other provisions of this Plan, of up to twenty-four months, if he makes the payments into the Trust Fund provided for below.

A Participant who completes five years of Credited Service after August 31, 1985, must elect in writing on or before December 31, 1985, or within 60 days before the date on which he completes five years of Credited Service, whichever date is later, to make the payments provided for in this subsection. For each month of his cadet service for which he wishes a month of Credited Service he must agree to pay into the Trust Fund the monthly contribution required to be made by him under this Plan on the day before he completed five years of Credited Service. If the Participant pays said amount into the Trust Fund within thirty days after the date on which he completes five years of Credited Service, he shall receive Credited Service for the number of months of his cadet service covered by such payments. If the Participant wishes to pay said amount over a period of time, he may elect to do so in the manner and upon the terms and conditions provided in this subsection.

(k) A Participant who, after January 1, 1973, may become entitled to any Credited Service under more than one of subparagraphs (e), (h) or (j) of this Section 3.1 (regardless of whether such Credited Service is for service before or after January 1, 1973) may not receive

Credited Service under such subparagraphs, taken together, that exceeds the longest period of Credited Service he could receive under any one of such subparagraphs, taken alone. A Participant who transferred to the County's police department from the Maryland National Capital Park & Planning Commission pursuant to the provisions of Executive Order 48-1973, shall be entitled to receive Credited Service under subparagraphs (e) and [i] taken together, which exceeds the longest period of Credited Service he could receive under any one of subparagraphs (e), (h) or (j) without regard to the limitation set forth above.

(1) A Participant who has obtained Credited Service under subparagraphs (e), (f), (h), [i] or (j) of this Section 3.1 or subparagraph 3.2(I) of the 1983 restated Plan, may, prior to the date of his retirement, or, in the case of a Participant who retires as a result of a disability, prior to the date his disability occurred, elect to withdraw the payments made by him to obtain such Credited Service. If he does so, such payments will be returned to him with interest thereon at the rate of interest at which he obtained such Credited Service, compounded annually, and his Credited Service shall be reduced by the amount of Credited Service he had obtained as a result of such payments. An election under this provision is irrevocable. Accordingly, a Participant who makes the election provided for in this paragraph may not thereafter obtain any Credited Service under subparagraphs (e), (f), (h), [i] or (j) of this Section 3.1 or subparagraphs 3.2[i] of the 1983 restated Plan.

An election under this subsection may be made annually within 30 days after the Retirement Administrator shall have mailed written notice of the availability of this election to all Participants. It shall be made in the manner and form prescribed by the Retirement Administrator.

#### **3.2** Credit for Service Transferred Pursuant to State Law.

(a) The provisions of this Section apply to any participant of the Plan who (1) became a participant in the Plan on or before June 30, 1990, (2) was a member of a retirement or pension system operated on an actuarial basis by the State or a political subdivision of the State immediately prior to transferring employment to a position in which participation in the Plan is mandatory, (3) at the time he/she became a member of the Plan was eligible to claim Service Credit under Article 73B, Section 32 or Section 32B or the Annotated Code of Maryland or under Chapter 327 of the Laws of Maryland of 1986, (4) is not otherwise entitled to credit for the service under Section 3.1, and (5) files a claim for such service credit with the Retirement Administrator on or before August 30, 1991. For purposes of (2), a member was a member of another system immediately prior to transferring employment if his termination of employment prior to his transfer was within 180 days of the date of transfer.

(b) A Participant who meets the requirements of Subsection (a) of this section is eligible to claim transfer of Service Credit for retirement eligibility and retirement allowance purposes as defined in this Plan under the following circumstances:

(1) A Participant who transfers membership from a retirement or pension system which did not require employee contributions will receive service credit for all service to his credit as a member of the Transferor (prior) Plan upon the filing of a Claim of Transfer of Service pursuant to this Section.

(2)A Participant who transfers membership from a retirement or pension system which required employee contributions will receive Service Credit for all service to his credit as a member of the Transferor (prior) Plan upon (I) filing a Claim for Transfer of Service pursuant to this Section and (II) payment of an amount equal to his/her contributions to the Transferor (prior) plan plus interest which was or could have been credited to the prior Plan to such contributions for service which is claimed. Such payments may be made immediately, but may also be paid over five years following the filing of the claim for credit, with interest calculated on the outstanding balance, provided, however, that if the participant retires prior to paying the full amount of employee contributions plus interest owed under this subsection, and does not pay off the balance due, the remaining amount shall be deducted from accumulated annual and sick leave paid to him, and if said accumulated annual and sick leave payments are insufficient, the remaining amount, with interest, shall be deducted from his/her monthly retirement allowance in equal installments over the next twelve months. If a balance due still remains at the twelfth month of payments, benefits shall be recalculated to reflect a reduced credit under this Section 3.2. The reduced credit shall be that proportion of the balance originally due that has been paid.

(3) A Participant who was a member of a retirement system by reason of employment with the Maryland National Capital Park and Planning Commission shall receive Service Credit for all service to his credit as a member of the Transferor Plan upon (i) the filing of a claim for transfer of credit pursuant to this Section and Section 37-206 of the State Personnel and Pensions Article and (ii) the transfer of the Participant's contributions and the Employer's contributions on his behalf to the Plan within one year of the filing of the claim for credit provided, however, that if the Participant withdrew his contributions, he shall pay those contributions in accordance with the provisions of Subsection (b)(2) of this Section. The Employer contributions to be transferred shall be determined in accordance with Section 37-206 of the State Personnel and Pensions Article of the Annotated Code of Maryland.

#### **3.3** Prior Credited Service for Deputy Sheriffs.

(a) Any Participant of this Plan who became a Participant in 1997 and who transferred to the Prince George's County Police Department directly from the Prince George's County Sheriff's Department, and became an Employee pursuant to the provisions of the transfer program in effect during 1997 and who applied for a transfer to the Police Department between May 1 and June 30, 1997, shall be entitled to receive Prior Credited Service as described in this Section, notwithstanding other Plan provisions to the contrary, for service credited under the Deputy Sheriffs' Pension Plan (also known as the "Comprehensive Pension Plan") subject to the conditions in this Section described below.

(b) A Participant who transferred to the Police Department pursuant to this Section shall not receive Prior Credited Service for military service that may be credited under the Deputy Sheriffs' Pension Plan, except as such service was required to be included by federal law. This provision shall not preclude a Participant from purchasing military service time as Credited Service under Section 3.1 under the usual terms of that Section.

(c) A Participant who transferred to the Police Department and became a Participant pursuant to this Section shall make required Employee Contributions on the same basis as other new Employees first hired in 1997.

(d) A Participant who transferred to the Police Department and became a Participant pursuant to this Section shall receive Prior Credited Service for service credited under the Deputy Sheriffs' Pension Plan if and only if assets related to the benefits accrued under that other Plan were transferred to the Police Pension Plan pursuant to the mutual agreement of this Plan and the transferor Plan. Said transfer of assets must occur within a reasonable period of time after the Participant becomes an Employee. Upon the transfer of assets, Participants will be entitled to Police Plan Prior Credited Service and to other benefits, all as described herein.

(e) A Participant who transferred to the Police Department and became a Participant pursuant to this Section shall receive years of Prior Credited Service only for each year of credited service earned as a result of employment as a Deputy Sheriff under the Deputy Sheriffs' Pension Plan, provided all of the other conditions of this section are met, and provided the Participant completes five full years of Actual Service as an Employee after his date of employment in 1997.

(f) A Participant who does not so complete five full years of Actual Service as an Employee shall not have Prior Credited Service under this provision, but shall have a benefit under this Plan equal to the benefit he would have earned if he had remained a participant under the Deputy Sheriffs' Pension Plan.

The value of his benefit under that Plan shall be adjusted, however, if the Participant completes at least one year of Actual Service as an Employee after his date of employment in 1997. The adjustment shall be made (i) by taking the difference (if any) between the benefit produced by the formula used under the Deputy Sheriffs' Pension Plan (and by assuming that the years of Actual Service earned under the Police Pension Plan were also years of credited service under that other Plan) and the benefit produced by the formula of this Plan using Actual Service as an Employee and Prior Credited Service and (ii) adding a portion of the difference to the benefit to be paid as calculated under the Deputy Sheriffs' Pension Plan formula, depending on the years of Actual Service earned as an Employee, as follows:

[i] One but less than two completed years of Actual Service after his date of transfer in 1997 - 20% of the difference;

[ii] Two but less than three completed years of Actual Service after his date of transfer in 1997 - 40% of the difference;

[iii] Three but less than four completed years of Actual Service after his date of transfer in 1997 - 60% of the difference;

[iv] Four but less than five completed years of Actual Service after his date of transfer in 1997 - 80% of the difference.

[v] Five or more completed years of Actual Service after his date of transfer in 1997 - 100% of the difference.

In any event, whether the Participant has five full years of Actual Service or not, the benefit shall not be less than what it would have been under the formula of the Deputy Sheriffs' Pension Plan in which the Employee formerly participated, calculated as provided in this subsection. For purposes of determining the benefit that would have been paid under the Deputy Sheriffs' Pension Plan formula, the usual rules for calculating a benefit under that Plan will be used, including the use of military service credit under that Plan formula. Vesting and benefit amounts under the Deputy Sheriffs' Pension Plan shall be calculated by including both service as an Employee and service as a Deputy Sheriff, and by using the usual vesting rules of the Deputy Sheriffs' Pension Plan.

For purposes of determining the benefit that would be paid under this Plan, the usual vesting rules of Section 4.4 shall apply, and Prior Credited Service shall be used to determine vesting under this Plan.

(g) For purposes of determining eligibility for the non-service connected disability benefit provided under Section 4.2 of this Plan, Prior Credited Service shall not be counted.

(h) For purposes of this Section, Prior Credited Service shall be calculated in completed calendar months. Prior Credited Service shall be equal to the Participant's completed calendar months of service earned as a result of employment as a Deputy Sheriff, credit for which has been given under the Deputy Sheriffs' Pension Plan, but shall not include months of military service time, except as required by federal law.

(i) Prior Credited Service shall be included in determining whether or not a Participant has attained his or her Normal Retirement Date, notwithstanding the definition of Normal Retirement Date, but only if the Participant has completed five years of Actual Service after his date of employment in 1997.

(j) Prior Credited Service, when added together with other service, shall not exceed that amount which would cause the total service credited to exceed thirty years of service for purposes of computing any benefit under this Plan.

(k) If Prior Credited Service is not granted because assets have not been transferred as required by subsection (d), a benefit equal to the benefit accrued by the Participant under the Deputy Sheriffs' Pension Plan shall nonetheless be provided, offset by the amount of any benefit actually provided by that other Plan. For this purpose, the accrued benefit shall be calculated based only on the service of the Participant that is credited under the other Plan. For this purpose, however, in determining vesting, service as an Employee shall be added to service credited while a Participant in the Deputy Sheriffs' Pension Plan for determining the vesting that would have been given.

#### 3.4 Purchased Service.

Service credited under this Plan, effective for years after 1997, for service at another employer shall always be credited in accordance with the limits and requirements of the Internal Revenue Code and the Taxpayer Relief Act of 1997 as in effect from time to time for permissive service credit.

#### **3.5** Participants Who Serve in the Military.

Notwithstanding any provision of the Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Section 414(u) of the Internal Revenue Code.

Effective January 1, 2007, in the event of the death of a Participant while on qualified military service as defined in Section 414(u) of the Internal Revenue Code, Plan death benefits, including any applicable preretirement annuity benefit payable to a Contingent Annuitant after the Participant has attained Normal Retirement Date as described in Section 5.2(d), shall be payable as if the Participant has returned from military service and resumed his duties as Employee on the day before the date of his death. Such a death shall not be considered Death in the Line of Duty. Also effective January 1, 2007, for purposes of any Plan definition of "Compensation", any differential wage payment made by the County to a Participant on leave to perform qualified military service shall be included as if it was compensation paid to a Participant not on leave and the total of such payment and applicable military pay shall be total Compensation for the time period of the qualified military service.

#### **3.6** Transfer to Plan for Deputy Sheriffs.

Any Participant of this Plan who resigned his or her position as an Employee to become a Deputy Sheriff and a Participant in the Deputy Sheriff's Pension Plan on or after May 1, 2003, and who transferred to the County's Sheriff's Department directly from the Police Department to become an employee of the Sheriff's Department pursuant to the provisions of the transfer program in effect beginning in 2003, shall not receive a benefit under this Plan, notwithstanding any other Plan provisions to the contrary, for service earned prior to his/her resignation as an Employee that is treated as Police Pension Plan Credited Service, and that is subsequently credited under the Deputy Sheriff's Pension Plan, subject to the conditions in this Section described below.

A Participant who transferred to the Sheriff's Department and became a Participant of the Deputy Sheriff's Pension Plan pursuant to this Section shall have his or her benefit canceled under this Section if and only if benefit liabilities and assets related to the benefits accrued under this Plan are transferred to and assumed by the Deputy Sheriff's Pension Plan pursuant to the mutual agreement of the Plans. Said transfer of assets and benefit liabilities must occur within a reasonable period of time after the Participant becomes an employee of the Sheriff's Department. If said transfer of assets and benefit liabilities does not occur prior to the Participant's death, disability or termination from County employment, this provision shall still be effective and the transfer of assets and benefit liabilities will be completed at the next July 1, or reasonable time thereafter, following the death, disability or termination from County employment as if the Participant had remained employed until that date. If the transfer of assets and benefit liabilities is not completed within 9 months of that next July 1, however, then this provision shall be of no effect and the Participant will receive a benefit under this Plan starting at that next July 1 as if the change in employment did not occur.

#### Section 4 Retirement Benefits

#### 4.1 Retirement at or after Normal Retirement Date.

#### (a) Plan B Participants

The retirement benefit payable monthly upon retirement at or after Normal Retirement Date to a Participant in Plan B who retires on or after July 1, 1989, but on or before June 30, 1992, shall be one-twelfth of the sum of (I) the amount determined by multiplying 2.75% of the Participant's Average Annual Compensation by his Credited Service up to a maximum of 20 years, and (II) the amount determined by multiplying his Credited Service in excess of 20 years by 2% of his Average Annual Compensation. The retirement benefit payable monthly upon retirement at or after Normal Retirement Date to a Participant in Plan B who retires on or after July 1, 1992, shall be one-twelfth of the sum of (I) the amount determined by multiplying 3% of the Participant's Average Annual Compensation by his Credited Service up to a maximum of 20 years, and (II) the amount determined by multiplying his Credited Service in excess of 20 years by 2% of his Average Annual Compensation.

For the purpose of the benefit calculations described in this Section, effective July 1, 1993, Credited Service for any Participant that is determined under Section 3.1 (but not including service credited under Section 3.2) and that is in excess of 20 years of Credited Service shall be multiplied by 2.5% rather than 2% of Average Annual Compensation, for any Participant who retires on or after July 1, 1993. The maximum benefit under Plan B shall be 85%.

The retirement benefit payable monthly upon retirement at or after Normal Retirement Date to a Participant who is in Plan B, and who retires on or after October 28, 1993, and who receives a Service-Connected Disability Retirement Benefit pursuant to Section 4.2(c)(1)(a) of the Plan, shall be an amount equal to:

(1) one-twelfth of the sum of (I) the amount determined by multiplying 3% of the Participant's Average Annual Compensation by his Credited Service up to a maximum of 20 years; and (II) the amount determined by multiplying his Credited Service in excess of 20 years by 2 ½% of his Average Annual Compensation

minus

- (2) one-twelfth of 55% (70% for those Participants so entitled to a special enhanced first year benefit, if and as applicable) of his Average Annual Compensation reduced pursuant to Section 4.2(c)(4).
- (b) Plan A Participants

A Participant employed on or before December 31, 1989, who has made a timely irrevocable election to participate in Plan A and retires on or after July 1, 1989, shall receive a retirement benefit payable monthly in the amount of one-twelfth of the sum of (i) the amount determined by multiplying 2.5% of the Participant's Average Annual Compensation by his Credited Service up to maximum of 20 years, and (ii) the amount determined by multiplying his Credited Service in excess of 20 years by 2% of his Average Annual Compensation.

For the purpose of the benefit calculations described in this Section, effective July 1, 1993, Credited Service for any Participant that is determined under Section 3.1 (but not including service credited under Section 3.2) and that is in excess of 20 years of Credited Service shall be multiplied by 2.5% rather than 2% of Average Annual Compensation, for any

Participant who retires on or after July 1, 1993. The maximum benefit under Plan A shall be 75%.

For sixty days from November 1, 1997, Participants shall be given the option to transfer from Plan A to Plan B, and to have benefits calculated as described in Section 4.1 for such Plan B Participants, and to have no further benefit under Plan A. Participants choosing to transfer shall pay the full cost of the transfer. Effective July 1, 1999, and effective for that limited time specified in a notice to be given by the Plan Retirement Administrator, a one-time election will be provided to officers in Plan A to select a variation of Plan A providing an increase in the normal retirement benefit. The monthly benefit under this variation will be one twelfth of the sum of (i) the amount determined by multiplying 2.6% of the Participant's Average Annual Compensation by Credited Service up to a maximum of 20 years and (ii) the amount determined by multiplying Credited Service in excess of 20 years by that percentage specified above. Participants choosing this variation who suffer a service connected disability will have a reduced service connected disability retirement benefit, as described below. The maximum benefit under this variation of Plan A shall be 77%.

Effective July 1, 2001, and effective for that limited time specified in a notice to be given by the Plan Retirement Administrator, a one-time election will be provided to: (i) officers currently in Plan A to select the variation of Plan A (hereafter "1999 A variation") providing an increase in the normal retirement benefit first offered in 1999; and (ii) officers currently in the 1999 A variation to select another variation of Plan A (hereafter "2001 A variation"). The monthly benefit under the 1999 A variation for officers currently in Plan A will be the same as that first offered in 1999, as described in the immediately preceding paragraph.

The monthly benefit under the 2001 A variation for officers currently in the 1999 A variation who choose this new variation will be: one twelfth of the sum of (i) the amount determined by multiplying 2.7% of the Participant's Average Annual Compensation by Credited Service up to a maximum of 20 years and (ii) the amount determined by multiplying Credited Service in excess of 20 years by that percentage specified in the description of the 1999 election above. Participants choosing this variation who suffer a service connected disability will have a reduced service connected disability retirement benefit, as described below. The maximum benefit under this variation of Plan A shall be 79%.

Effective July 1, 2005, for that limited time specified in a notice to be given by the Plan Retirement Administrator, a one-time election will be provided to officers currently in Plan A, or in one of those variations of Plan A benefits which have previously been created and are described above, to transfer from Plan A (or the variation of Plan A in which the officers participate) to Plan B, and to have benefits calculated as described in subsection (a) of this Section 4.1 for such Plan B Participants, and to have no further benefit under Plan A, provided, however, that Participants electing to transfer in this manner shall pay the full cost of the transfer.

#### (c) Employees Hired Before June 30, 1990

Notwithstanding paragraph (a) or (b) above, the retirement benefit payable monthly upon the retirement at or after Normal Retirement Date to a Participant who retires on or after June 1, 1990, and who transferred membership to the Plan on or before June 30, 1990, pursuant to Article 73B, Section 32 or Section 32B of the Maryland Annotated Code shall be one-twelfth of the sum of (1) the amount determined by multiplying 2.5% if he is a Plan A Participant, or 2.75% if he is a Plan B Participant who retires on or before June 30, 1992 or 3% if he is a Plan B participant who retires on or after July 1, 1992, of his Average Annual Compensation by his Credited Service as defined in Section 3.1 of the Plan up to a maximum of 20 years; and (ii) the amount determined by multiplying his Credited Service as defined in Section 3.1 of the Plan in excess of 20 years (not to exceed 10 years) by 2% of his Average Annual Compensation; and (iii) the amount the Participant would have received under the transferor system for service transferred to the Plan pursuant to Section 3.2, using Average Annual Compensation as defined in the Plan and the benefit formula of the transferor system as calculated at retirement, provided, however, that the total percentage produced by multiplying total Credited Service under [i], (ii) and (iii) shall not exceed 70% for a Plan A Participant, or 75% for a Plan B Participant who retires on or before June 30, 1992, or 80% for a Plan B Participant who retires on or after July 1, 1992. The calculations under subsection (iii) of this paragraph shall exclude the Credited Service described in Section 3.1 of the Plan that is otherwise included in calculations of the monthly benefit under [i] or (ii) and shall not be subject to reductions for retirement prior to the normal age of retirement set forth in Article 73B of the Annotated Code of Maryland or in any other term of a transferor plan.

The retirement benefit payable monthly upon retirement at or after Normal Retirement Date to a Participant who is in Plan B, and who retires on or after October 28, 1993, and who receives a Service-Connected Disability Retirement Benefit pursuant to Section 4.2(c)(1)(a) of the Plan, shall be an amount equal to (I) the benefit calculated under the first paragraph of this subsection [c] minus (II) one-twelfth of 55% (70% for those Participants so entitled to a special enhanced first year benefit, if and as applicable) of his Average Annual Compensation reduced pursuant to Section 4.2(c)(4).

For the purpose of the benefit calculations described in this Section, effective July 1, 1993, Credited Service for any Participant that is determined under Section 3.1 (but not including service credited under Section 3.2) and that is in excess of 20 years of Credited Service shall be multiplied by 2.5% rather than 2% of Average Annual Compensation, for any Participant who retires on or after July 1, 1993, Maximum benefit under Plan A shall be 75% and Under Plan B shall be 85%.

#### 4.1(A) Benefits for Participants Who Have 20 Years of Service on or Before June 30, 1992.

(a) Plan Participants who have completed the service required to have reached their Normal Retirement Date by June 30, 1992 (i.e., 20 years) shall also be entitled to the benefits described in this Section. Such Participants shall have no benefits related to sick and annual leave accumulations under Section 16-221.2 of the County Personnel Law or any successor provision, in consideration of the benefits described herein.

(b) Participants who satisfy the criteria set forth in subsection (a) shall have a benefit in addition to that usually provided to Participants, as set forth in Section 4.1. This additional benefit shall be calculated, alternatively, at the Participant's election as either:

(i) a lump sum benefit equal to 115% of all or any portion of the sum of (A) the Participant's annual leave balance multiplied by the Participant's final base hourly rate of pay, plus (B) 50% of the Participant's sick leave balance multiplied by the Participant's final base hourly rate of pay multiplied by a fraction, the numerator of which is the number of years of service with the Prince George's County Government and the denominator of which shall be 20; or

(ii) an increase to the monthly pension benefit otherwise provided under the Plan, calculated by converting one week (i.e., 40 hours) of annual leave to one month of Credited Service, and two weeks (i.e., 80 hours) of sick leave to one month of Credited Service, and adding this additional Credited Service to the Credited Service calculated under other Plan provisions.

The benefits described in (b)(i) and (b)(ii) above shall be paid in the form of a lump sum or increase to the monthly pension benefit, as chosen by the Participant. A Participant may choose to receive part or all of his benefits under either (i) or (ii) of this subsection by allocating annual and sick leave credits between these benefits, as he chooses, and then calculating the respective benefits.

(c) Notwithstanding the above, a Participant who has been involuntarily separated from employment with the County for disciplinary reasons is not entitled to any benefits under this Section for sick leave accumulated at the time of separation.

(d) Notwithstanding the above, if a Participant elects to retain or transfer all or any portion of his sick and annual leave balances pursuant to Section 16-221.2(a)(1) or (2) of the Country Personnel Law, or any successor provision, no credits shall exist under this Plan for the retained or transferred portion and, therefore, no benefits shall be provided under this Section for the retained or transferred portion.

#### 4.1(B) Benefits for Participants with Accumulated Sick and Annual Leave.

(a) Effective July 1, 1997, for Participants terminating employment on or after that date, all Plan Participants shall also be entitled to the benefits provided in this Section. Participants shall not have benefits related to sick and annual leave accumulations under the County Personnel Law, as it may be set from time to time as described below, in consideration of the benefits provided herein. To the extent the Participant is entitled to a benefit under this Section which would exceed that allowed by Section 4.7, or that allowed by the percentage limit in Attachment B to the Plan (currently 85%), the immediately preceding sentence shall not be effective as to that part of the benefit which is based on sick or annual leave accumulations and is in excess of such limits. County Personnel Law shall be consulted to determine what, if any, benefits are payable in this circumstance.

Participants who satisfy the criteria set forth in this section shall have a (b) benefit in addition to that usually provided to participants under the other provisions of this Plan. This additional benefit, in general, shall be calculated as an increase to the monthly benefit otherwise provided under the Plan and shall be calculated by converting one week (i.e., 40 hours) of annual leave to one month of Credited Service, and two weeks (i.e., 80 hours) of sick leave to one month of Credited Service, and added to Credited Service calculated under other Plan provisions. Annual leave accumulated with respect to employment before January 5, 1997, (hereafter "old annual leave") may continue to be held without limit. Annual leave accumulated with respect to employment after January 4, 1997, (hereafter "new annual leave") that is accumulated in excess of 360 hours automatically converts to sick leave credit at the end of the leave year. Converted sick leave can be used to purchase credit at the rate of 40 hours per month provided that the combined total of old and new annual leave is less than 1,040 hours. In such case, the number of converted sick leave hours permitted to be used at the rate of 40 hours per month may not exceed the number necessary to bring the combined total of annual leave, new annual leave, and converted sick leave up to a maximum of 1,040 hours. Otherwise, converted sick leave may be used to purchase credit at the rate of 80 hours per month. New annual leave, new sick leave, and converted sick leave, when added, may not be accumulated in excess of 1.040 hours.

(c) In lieu of the monthly benefit just described, that portion of unused sick leave accumulated as of January 4, 1997, may be converted from a monthly benefit and paid as a cash lump sum at the rate of 2.5% for each year of service multiplied by the employee's base rate of pay at the date of separation of employment, provided said rate does not exceed that of \$31.3320, or in the case of a participant who has attained a higher rate at January, 1997, that rate applicable in January, 1997. Beginning July 1, 2001, the payment of sick leave will be based on the hourly rate in effect as of the date of separation from service, but not to exceed \$36.6233 per hour; the highest base rate of pay for a lieutenant in July, 2001; and, beginning in January, 2005, the payment calculation will use the rate at separation, but not in excess of the rate for a police lieutenant in January, 2005 (\$40.7342); and, beginning in January, 2007, the payment calculation will use the rate at separation but not in excess of the rate for a police lieutenant in January, 2007, that is \$46.7647; and, for Captains and Majors only, beginning in January, 2005, not in

excess of that for a major in January, 2005 (\$53.1641); and, for Captains or Majors only, beginning in January, 2007, not in excess of \$55.4865 (Captain) or \$61.0348 (Major). Notwithstanding the preceding, participants with less than 20 years of Actual Service who terminate employment due to death or disability shall have a monthly benefit conversion at the rate of 50% rather than the rate of 2.5% for each year of service. This special cash lump sum payment rule shall also apply with respect to sick leave accumulated after January 4, 1997, with respect to those participants terminating employment as a result of death.

(d) Notwithstanding the above, a Participant who has been involuntarily separated from employment with the County for disciplinary reasons is not entitled to any benefits under this Section for sick leave accumulated at the time of separation.

(e) A portion of annual leave accumulated as of separation from employment and after Normal Retirement Date may be converted from a monthly benefit and paid as a cash lump sum at 100% of the base rate of pay at date of separation of employment, provided that the cash lump sum shall not exceed an amount based on the greater of the number of hours accumulated as of January 4, 1997, or 360 hours.

(f) Months of Credited Service determined as provided in this Section shall not be used to determine whether or not the Participant satisfied requirements of service for Normal Retirement Date, or for purposes of determining vesting.

(g) Notwithstanding the above, if a Participant elects to retain or transfer all or any portion of his sick and annual leave balances pursuant to Section 16-221.2(a)(1) or (2) or Section 16-148(a)(8) of the County Personnel Law, or any successor provisions, no credits shall exist under this Plan for the retained or transferred portion and therefore, no benefits shall be provided under this Section for the retained or transferred portion.

#### 4.2 Retirement at Disability Retirement Date.

(a) Definition of Disability.

A Participant shall be retired on a Disability Retirement Date if he meets all of the following conditions on or after January 1, 1973:

(1) The Participant is so disabled, mentally or physically, that he is unable to fill any position then available to him as an Employee.

(2) His disability is likely to be of long duration.

(3) His disability has not resulted from service in the armed forces of any country for which he receives a military pension, was not caused or connected with use of drugs

prohibited by law, or resulted from his engaging in a criminal act or an effort to bring about the injury of himself or any other person.

(b) Determination of Disability.

(1) All determinations of disability shall be made by the Disability Review Board, which shall be composed of the Director of Finance or his designee, the Director of Personnel and Labor Relations or his designee, the Chief Administrative Officer or his designee, the Fire Chief or his designee, the Police Chief or his designee, the President of International Association of Firefighters Local No. 1619, or his designated permanent alternate, and the President of Fraternal Order of Police Lodge No.89, or his designated permanent alternate, in accordance with the rules of procedure of the Disability Review Board as shall be in effect from time to time and as set forth in the Appendix. The Director of Personnel and Labor Relations shall serve as Chairman of the Disability Review Board.

A disability determination shall commence upon written application of a Participant, the Retirement Administrator or the appointing authority, filed with the Medical Advisory Board. The Medical Advisory Board shall be composed of nine (9) physicians selected by the County Executive, consisting of at least two (2) general or family practitioners and seven physicians who are representative of the medical specialties established by the American Board of Medical Specialties. The Medical Advisory Board shall be composed of nine (9) physicians selected by the County Executive, and there shall be at least one physician from each of the following specialties: Cardiologist, Physiatrist, Neurosurgeon, Orthopedist, Psychiatrist, Radiologist and General Medicine. In addition, the President of the Fraternal Order of Police Lodge No. 89, or his designated permanent alternate, shall serve as a non-voting member of the Medical Advisory Board in cases involving Participants who are represented for purposes of collective bargaining by Fraternal Order of Police Lodge No. 89. The Medical Advisory Board shall conduct such inquiry as it deems necessary and proper under the circumstances, including a medical examination of the Participant by one or more members of the Medical Advisory Board, or by a physician or physicians selected for that purpose by the Medical Advisory Board, as the Medical Advisory Board deems necessary in order to give the Disability Review Board a written opinion with regard to the nature, cause, degree of permanence and effect of the alleged disability. The Disability Review Board shall review the written opinion of the Medical Advisory Board and render a preliminary determination as to disability. The preliminary determination of the Disability Review Board shall be communicated to the Participant. If the Participant disagrees with the preliminary determination of the Disability Review Board, he may request a formal hearing which shall be held before the Disability Review Board or a hearing examiner appointed by the Disability Review Board. Following this formal hearing, the Disability Review Board will render a final determination. If no formal hearing is requested, the preliminary determination shall become final.

(2) At the formal hearing, if so requested, the Participant whose disability is being determined shall be given the opportunity to examine any evidence presented

to, or otherwise obtained by, the Disability Review Board in connection therewith, to comment on such evidence, and to introduce further evidence with respect thereto.

A disability determination shall include, in all cases where the (3) Disability Review Board finds that a Participant is disabled within the definition of disability in Section 4.2(a)(1), a determination by the Disability Review Board whether said disability was or was not caused by an injury or sickness suffered as a result of his performance of his duties as an Employee. Such determination shall be based on all of the evidence presented to the Disability Review Board, or otherwise obtained by it, in connection with its determination of disability. For the purpose of determining eligibility for service connected retirement benefits under Plan B only, effective July 1, 1991, if the disability is determined by the Disability Review Board to have resulted from heart disease, or hypertension, the Disability Review Board shall find that such disability was caused by an injury or sickness suffered as a result of his performance of his duties as an Employee, unless said evidence shall demonstrate to a reasonable degree of medical certainty that his disability was not caused by an injury or sickness suffered as a result of his performance of his duties as an Employee. Effective July 1, 1999, the presumption with respect to heart disease or hypertension described above shall also apply to participants in Plan A, or in the variation of Plan A described in Section 4.1 (b) above.

In determining whether an injury or illness is service-connected, the Participant must show that the injury or illness was directly and substantially caused by an employment related accident, occurrence or condition. A pre-existing physical or mental condition found in the Participant which is aggravated by an employment related accident, occurrence or condition and renders the Participant disabled, does not give rise to a serviceconnected disability.

(c) Amount of Disability Retirement Benefit.

The retirement benefit payable monthly upon retirement at a Disability Retirement Date, or in the case of subparagraph (1)(b)below upon a disability retirement regardless of years of service, shall be determined as follows:

(1) Service-Connected Disability for Participants in Plan B.

(a) If his disability was caused by an injury or sickness suffered as a result of the performance of his duties as an Employee, his monthly benefit shall be one-twelfth of 55% of his Average Annual Compensation, subject to reduction pursuant to subsection (c)(4). For a Participant hired on or before December 31, 1989, the monthly benefit shall be one-twelfth of 70% of his Average Annual Compensation for the first 12 monthly benefit payments and the benefit then shall be reduced to one-twelfth of 55% of his Average Annual Compensation thereafter, subject to reduction pursuant (c)(4). (b) A Participant who is permanently and totally disabled in the line of duty such that he is unable to perform the duties of any occupation is entitled to receive a monthly benefit of one-twelfth of 90% of his Average Annual Compensation as a disability benefit, regardless of whether his disability occurs before or after his normal retirement date. The loss of both hands, or both arms, or both feet, or both legs or both eyes, or any two thereof, in the line of duty, creates a rebuttable presumption that the Participant is totally and permanently disabled within the meaning of this provision.

#### (2) Service-Connected Disability for Participants in Plan A.

Notwithstanding paragraphs (1)(a) and (1)(b) above, if a Participant's disability was caused by an injury or sickness suffered as a result of the performance of his duties as an employee, a Participant employed on or before December 31, 1989, will not receive the benefit described above if he has made a timely election to participate in Plan A. Such Participants shall receive, instead, a monthly benefit of one-twelfth of 70% of his Average Annual Compensation, subject to reduction pursuant to subsection (c)(4). A Participant with 20 or more years of Actual Service at the time of his Disability Retirement Date is not eligible for this disability benefit. Effective July 1, 1999, and effective for that limited time specified in a notice to be given by the Plan Retirement Administrator, a one-time election will be provided to officers in Plan A to select a variation of Plan A providing for an increased normal retirement benefit, but a reduced service connected disability benefit. A Participant who has made a timely election to participate in this variation of Plan A and who then suffers a service connected disability will not receive the service connected disability benefit described above in this Section, but will receive instead a monthly benefit of one twelfth of sixty-four per cent (64%), of his Average Annual Compensation, subject to reduction pursuant to subsection (c)(4). A Participant with 20 or more years of Actual Service at the time of his Disability Retirement Date is not eligible for this disability benefit. Effective July 1, 2001 and effective for that limited time specified in a notice to be given by the Plan Retirement Administrator, a onetime election will be provided to: (I) officers currently in Plan A to select the variation of Plan A providing for an increased normal retirement benefit of 52% after 20 years, but a reduced service connected disability benefit, as described above, of 64%; (II) officers currently in the 1999 Plan A variation described in the preceding paragraphs to select another variation of Plan A, to be known as the 2001 A variation.

A Participant who chooses the 2001 A variation described above, and who then suffers a service connected disability, will not receive the service connected disability benefit otherwise described in this Section, but will receive instead a monthly benefit of one twelfth of sixty percent (60%), of the Participant's Average Annual Compensation, subject to reduction pursuant to subsection (c)(4). A Participant with 20 or more years of Actual Service at the time of his Disability Retirement Date is not eligible for this disability benefit.

(3) Non-Service Connected Disability for Participants in Plan B and

Plan A.

If a Participant's disability was not caused by an injury or sickness suffered as a result of his performance of his duties as an Employee, he shall be entitled to a monthly benefit only if he has completed at least five years of Credited Service. If so, his monthly benefit shall be one-twelfth of 50% of his Average Annual Compensation, subject to reduction pursuant to subsection (c)(4).

(4) Reduction of Disability Benefits.

The monthly disability retirement benefit shall, in each case, be reduced by the monthly rate of any other disability benefits to which the Participant may become entitled by law, including Workers' Compensation periodic payments or lump-sum payments in lieu of periodic payments.

(d) Periodic Examination of Disabled Participants.

A Participant who is receiving disability benefits under this Section 4.2 must certify to the Retirement Administrator annually, on forms provided by the Retirement Administrator, that the Participant is not providing compensated services for another employer substantially similar to the duties he performed as an Employee. The annual completion of this form is a prerequisite to a Participant's continued entitlement to such disability benefits.

If the Participant is providing compensated services for another employer substantially similar to the duties he performed as an Employee, the Retirement Administrator may require the Participant to reestablish his disabled status before the Medical Advisory Board and the Disability Review Board. The Medical Advisory Board shall conduct such inquiry as it deems necessary and proper in the circumstances in order to determine whether the Participant is not disabled as provided in Section 4.2(a), which inquiry may include a medical examination of the Participant by one or more members of the Medical Advisory Board, or by a physician or physicians selected for that purpose by the Medical Advisory Board. The Medical Advisory Board determines that the Participant is not disabled as provided in Section 4.2(a), no further disability Review Board shall hold a hearing and if the Disability Review Board determines that the Participant under Section 4.2(a), no further disability benefits shall be paid to or on account of the Participant under Section 4.2, unless he again becomes retired on a Disability Retirement after returning to the employ of the County as an Employee.

#### 4.3 Supplemental Disability Retirement Benefits.

(a) Disability Retirement Benefits Upon Attainment of Normal Retirement Date.

Any Participant whose Disability Retirement Date was prior to January 1, 1973, and who is receiving a monthly disability benefit pursuant to the Plan as in effect prior to

January 1, 1973, shall, upon his obtainment of Normal Retirement Date (as defined in the Plan as in effect at his Disability Retirement Date) receive a Supplemental Disability Retirement Benefit as provided herein that is in addition to the benefit to which he is otherwise entitled under the Plan. Such Supplemental Disability Retirement Benefit shall be equal to the difference between (I) the monthly disability benefit paid to the Participant prior to his obtaining Normal Retirement Date, and (II) the monthly pension benefit to which the Participant is entitled pursuant to the provisions of the Plan as in effect at his Disability Retirement Date after obtaining Normal Retirement Date, but only where (I) is greater than (II).

(b) Reinstatement of Benefits Previously Reduced Upon Attainment of Normal Retirement Date.

Any Participant whose Disability Retirement Date was prior to January 1, 1973, who was receiving a monthly disability benefit which was subsequently reduced upon his obtaining Normal Retirement Date shall receive a Supplemental Disability Retirement Benefit, beginning July 1, 1983, as provided herein. Such Supplemental Disability Retirement Benefit shall be equal to the difference between (I) the monthly disability benefit to which the Participant would be entitled under Section 4.3(a) if his Normal Retirement Date had been after July 1, 1983, and (II) the monthly pension benefit to which the Participant is entitled, pursuant to the provisions of the Plan, as in effect at his Disability Retirement Date after obtaining Normal Retirement Date.

# 4.4 Termination of Employment Before Retirement.

A Participant whose employment as an Employee terminates, other than by death or by retirement on a Disability Retirement Date, prior to his Normal Retirement Date, shall be entitled to one of the following:

(a) Refund of Contributions. He may elect to receive a lump-sum cash refund of his contributions to the Trust Fund, with interest thereon at the rate of 5% per annum, compounded annually. Said election shall be in lieu of any other benefits under the Plan.

(b) Vested Benefit.

If the Participant has completed five or more years of Credited Service at the time of his termination of employment and does not elect to have his contributions refunded to him and does not return to service as an Employee, he shall be entitled to receive a monthly benefit, commencing with the date that would have been his Normal Retirement Date if his participation in the Plan had continued, computed as follows:

(i) There shall be first computed the amount of the monthly benefit he would have been entitled to, under Section 4.1, if the first day of the month coinciding with or next following the date of his termination of employment had been his Normal Retirement Date;

(ii) The amount computed shall be for completed years of credited service under Section 3.1 and completed years of service transferred under Section 3.2 and Section 3.3 multiplied by the applicable percentage from the following table:

<b>Completed Years of</b>	
<b>Credited Service</b>	Percentage
5	50%
6	55%
7	60%
8	65%
9	70%
10	75%
11	80%
12	85%
13	90%
14	95%
15 or more	100%

Effective July 1, 2013, for Participants who terminate employment after July 1, 2013 and who were first hired after July 1, 2013, if the Participant has completed ten or more years of Credited Service at the time of his termination of employment and does not elect to have his contributions refunded to him and does not return to service as an Employee, he shall be entitled to receive a monthly benefit, commencing with the date that would have been his Normal Retirement Date if his participation in the Plan had continued, computed as follows rather than under the preceding paragraphs and schedule:

(i) There shall first be computed the amount of the monthly benefit he would have been entitled to under Section 4.1, if the first day of the month coinciding with or next following the date of his termination of employment had been his Normal Retirement Date;

(ii) The amount computed shall be for completed years of credited service under Section 3.1 and completed years of service transferred under Section 3.2 and Section 3.3 multiplied by the applicable percentage from the following table:

<b>Completed Years of</b>		
Credited Service	Percentage	
10	75%	
11	80%	
12	85%	
13	90%	
14	95%	
15 or more	100%	
30		

#### 4.5 Supplemental Retirement Benefits.

(a) In January of each year, beginning in January 1990, two-thirds (2/3) of the total investment returns of the Trust Fund (on a market value basis, excluding investment expenses incurred but including realized and unrealized capital gains and losses, as well as interest and dividends) in excess of the interest assumption for the previous Plan Year will be transferred to a "post-retirement increase fund," with the exception that in January 1990, the calculation will be from the previous two (2) plan years. Such fund shall be contained within the Trust Fund and shall not require the creation of a separate entity.

(b) On January 31 of each year, beginning on January 31, 1990, every Retiree and every Contingent Annuitant and every Alternate Payee who is specifically granted such benefit pursuant to a Domestic Relations Order who is then receiving a benefit under Section 4.1 or 4.2 will receive a permanent increase in his or her retirement benefit as calculated in paragraph (c).

(c) The permanent increase will be determined by actuarially calculating the lifetime benefit that can be provided each eligible retiree and Contingent Annuitant from the post-retirement increase fund, determined pursuant to paragraph (a), provided:

- (1) Each such eligible Retiree and Contingent Annuitant will receive an identical dollar amount increase. An alternate payee shall receive this benefit only if so specifically granted such an increase, and only in the amount specifically granted, and the retiree benefit shall be reduced to the extent the alternate payee is to receive all or a portion of this benefit.
- (2) The maximum increase provided shall not exceed \$100.00 per month. Effective January 1, 1995, the maximum will increase from \$100 to \$125 per month. Effective January 1, 2002, the maximum will increase from \$125 to \$130 per month. Effective January 1, 2003, the maximum will increase from \$130 to \$135 per month.
- (3) For the adjustments made in January 1990 and 1991, the minimum increase provided shall not be less than thirty dollars (\$30) per month, and beginning with the adjustment made in January, 1992, the minimum increase provided shall not be less than thirty-five dollars (\$35) per month.

(d) Any amount in the "post-retirement increase fund" described in paragraph (a) in excess of the amount necessary to fund the maximum permanent retirement increase described in paragraph (c)(2) will be transferred (returned) to the general pension fund assets.

(e) Effective with the calculation done in January 1988, the phrase "actuarially calculating the lifetime benefit" in subparagraph (c) above, means that the Plan's actuary, will use the same procedures utilized in 1986 for calculating the cost of living benefit but will also include an assumption that the pool of assets that has been determined to be available for cost of living payments, if any, will earn interest at the same rate of return that is assumed for the Pension Fund itself. Also, effective with the calculation done in January 1988, any negative performance of the Pension Fund (the percentage by which actual returns fall short of the interest assumption) will be carried forward to successive calculations under this procedure until totally absorbed by future positive earnings.

(f) Effective with the pension benefit payments for July 1989, all retirees or those receiving benefits as Contingent Annuitants as of December 31, 1987, who were retired as of January 1, 1988, shall have their monthly benefit adjusted by fifty dollars (\$50).

Such increase shall continue for the life of the Participant or the Contingent Annuitant or, if longer, the end of any installment period in which payments may be guaranteed. The amount of the increase shall be the same for the eligible Participant or Contingent Annuitant, regardless of the amount of this regular monthly benefit, or its form of payment.

#### 4.6 Reemployed Participants.

Benefits being paid to a Participant or to an Alternate Payee under this Plan shall, upon the participant's reemployment as an Employee, cease. Any future benefits to be paid under this Plan shall be reduced by the actuarial value of benefits paid under this Plan.

# 4.7 Limitation on Benefits.

The maximum benefit under this Plan shall be as provided in Section 415 of the Internal Revenue Code, as amended from time to time.

As of January 1 of each calendar year, the dollar limitation on benefits imposed by Internal Revenue Code Section 415, as determined by the Commissioner of Internal Revenue for that calendar year, will become effective as the maximum permissible dollar amount for the plan for that calendar year. The maximum permissible dollar amount for a calendar year applies to limitation years ending with or within that calendar year. Effective January 1, 1997, the dollar limitation shall apply to benefits only as required by the Taxpayer Relief Act of 1997. Effective January 1995, the 100% of compensation limitation shall not apply.

As of January 1 of each calendar year, the average compensation limitation on benefits imposed by Internal Revenue Code Section 415, as adjusted by an annual adjustment factor, will become effective as the maximum permissible compensation limitation for the plan for that calendar year. The maximum permissible compensation limitation for a calendar year applies to limitation years ending with or within that calendar year. For any year beginning after an employment separation occurs, the annual adjustment factor is a fraction, the numerator of which is the adjusted dollar limitation for the limitation year in which the compensation limitation is being adjusted and the denominator of which is the adjusted dollar limitation for the year in which employment separation occurred.

In those cases where benefits are limited by Section 415 of the Internal Revenue Code, subsequent adjustments to benefits, in addition to the Supplemental Retirement Benefits adjustment required under Section 4.5, shall be made to the extent it is possible to add such a post-retirement adjustment without exceeding that subsequent year's limits on benefits as required by this Section. This adjusted benefit, however, shall not exceed the initial benefit, unreduced by this Section, but as supplemented by the Supplemental Benefits under Section 4.5, as if those were paid in full in all years since retirement. For this purpose, the initial benefit shall not include sick and annual leave accumulations paid by the County under Section 16-221.02 of the County Personnel Law, or successor provisions.

#### 4.8 **Reduction of Benefits.**

Any benefits payable under this Plan, as a result of County contributions, to a Participant who has been given prior service credit under Section 3.1 or credit for transferred service under Section 3.2 shall be reduced by the Actuarial Equivalent of any benefits he may be entitled to receive from another employer for such service.

## Section 5 Payment of Retirement Benefits

## 5.1 General Rule.

Except as otherwise provided in this Section 5, retirement benefits payable under the Plan shall be paid monthly. The first payment shall be paid on the date he first becomes entitled to the retirement benefit and, unless an optional form of benefit payment has been elected by the Participant and is effective, the last payment shall be paid on the first day of the calendar month in which such Participant shall die.

# 5.2 Optional Form of Benefit Payment.

#### (a) Options Available.

A Participant may elect or a Court may order pursuant to a Domestic Relations Order one of the following optional forms of payment of his retirement benefit payable at or after the Participant's Normal Retirement Date or his Disability Retirement Date in place of the method of payment provided for in Section 5.1. Each of these optional forms of payment shall be the Actuarial Equivalent of said retirement benefit as payable under Section 5.1. Optional forms may only be elected or ordered before benefit payments have begun under the Plan. The optional forms of payment are as follows:

(1) A Participant may elect or a Court may order pursuant to a Domestic Relations Order to receive a reduced retirement benefit during his lifetime, and to have all or a specified portion of such reduced retirement benefit paid to a Contingent Annuitant. In the event the Contingent Annuitant predeceases the Participant, or effective as of January 1, 1988, the Contingent Annuitant so named has, as of the date of acceptance by the Plan been granted a valid and final decree of divorce from the Participant, the monthly benefit payable to the Participant shall be increased to the level it would have been had this reduced retirement benefit form never been elected, with no additional cost to the Participant. The increase shall be effective for the month following the Contingent Annuitant's date of death or date of the Plan's acceptance of a valid and final decree of divorce, but shall not affect previously paid benefits. The Retirement Administrator shall make uniform rules as to what portion of the reduced retirement benefit may be made payable to a Contingent Annuitant.

(2) A Participant may elect any other optional method of payment of his monthly retirement benefit that is acceptable to the Retirement Administrator in accordance with uniform rules adopted by the Retirement Administrator.

#### (b) Limitations.

No optional form of benefit payment may be elected by a Participant that would (I) permit the interest of a Participant to be retained in the Trust Fund after the Participant becomes entitled to retirement benefits under this Plan, and only the interest thereon to be paid to the Participant during his lifetime, the balance to be paid after the death of the Participant; or (II) reduce the benefit payable to a participant by 50% or more of the benefit he would have been entitled to but for his exercise of the option, if the Contingent Annuitant designated by the Participant is not his spouse; or (III) permit installment payments in other than equal amounts except to the extent that, in accordance with uniform rules adopted by the Retirement Administrator, the Participant may elect to receive a greater retirement benefit prior to the commencement of his federal Social Security Act Benefits and a lesser retirement benefit thereafter, in order to provide him with retirement benefits in the aggregate of equivalent actuarial value which will give him, insofar as practical, a level total income for life under the Plan and the Social Security Act.

(c) Exercise of Election and Designation of Contingent Annuitant.

The election or order of an optional form of benefit payment and the designation of a Contingent Annuitant must be in writing. It must be filed with the Retirement Administrator prior to the commencement date of the Participant's retirement benefit under the Plan. Either the election, or the designation, or both, may be changed by the Participant or by Domestic Relations Order, from time to time, at any time prior to the commencement date of his retirement benefit under the Plan.

Notwithstanding the first paragraph of this subsection, a Participant who has chosen a Contingent Annuitant form of benefit may revoke this election after the commencement date of his retirement benefit under the Plan provided the following conditions are met: [i] the Participant must make the change within six months of his benefit commencement date and [ii] the Participant must secure the consent of his or her Contingent Annuitant, if the change will eliminate or modify a Contingent Annuitant's interest. An election to make such a change shall be on an irrevocable, "one time only" basis, and no further change shall be permitted thereafter.

This provision shall be effective for benefit commencement dates occurring on or after January 1, 1992. A Participant who changes his election as described shall have no adjustment made to benefits paid prior to the change, but shall only receive thereafter the benefits called for by his new election.

(d) Revocation of Election by Occurrence of Certain Events.

If a Participant who has elected an optional form of benefit payment dies before the commencement date of his retirement benefit under the Plan, no payment shall be made to his Contingent Annuitant unless the Participant's death occurs after his Normal Retirement Date, in which case his Contingent Annuitant shall be entitled to the appropriate retirement income, as survivor, under the option selected. If a Contingent Annuitant dies, or is divorced or legally separated from any Participant, prior to the commencement date of the Participant's retirement benefits under the Plan, the election and the designation shall be void, irrespective of when made unless otherwise ordered by a Domestic Relations Order. If both the Participant and the Contingent Annuitant die prior to completion of payments under an option providing for a guaranteed number of payments, the commuted value of the balance of the payments shall be paid in a lump sum to the person and in the proportions designated in writing by the Participant, or ordered by a Domestic Relations Order, or, in the absence of such designation or order or if the designated or ordered person is not then living, to the estate of the last to die of the Participant and his Contingent Annuitant. (e) Retiree Election of Contingent Annuitant Form.

A retired Participant receiving benefits who marries after retirement may, within 90 days of marriage, elect to change the form of his benefit to a Contingent Annuitant Form with his spouse designated as his Contingent Annuitant, provided that the Participant can show adequate evidence of insurability, and provided that the benefit selected shall be the Actuarial Equivalent of the benefit being provided to the Participant before the change. This provision shall be applicable for all Participants, regardless of the date of marriage.

## 5.3 Incapacity of Recipient.

If for any reason the Retirement Administrator shall determine that it is not desirable, because of the incapacity of the person who shall be entitled to receive any payment in accordance with the provisions of the Plan, to make such payment directly to such person, the Retirement Administrator may apply such payment for the benefit of such person in any way that the Retirement Administrator shall deem advisable, or the Retirement Administrator may make such payment to any third person, who, in the judgment of the Retirement Administrator, will apply such payment for the benefit of the person entitled thereto. The Retirement Administrator, having made payment as required in this section, shall be discharged from any further liability for such payment. The Retirement Administrator may withhold the payment of any amount that shall be payable in accordance with the provisions of the Plan to a person under legal disability until a representative of such person competent to receive such payment on his behalf shall have been appointed pursuant to law.

#### 5.4 Disappearance of Recipient.

If the Retirement Administrator is not able to locate any person to whom a benefit is due under the Plan, after making all reasonable efforts to do so, such benefit shall not be payable to such person until he has been located. If he is not located within three years of the date on which the earliest unpaid benefit payment was due him, he shall have no further interest in any benefits under the Plan. In such event, he will be treated for all purposes of the Plan as if he had died on the date such earliest benefit payment was due him. If he is located prior to the expiration of such three year period, he shall then be entitled to receive payment of all unpaid benefits that would have been payable to him but for his disappearance.

#### 5.5 **Required Distributions.**

Notwithstanding any other provision in the Plan to the contrary, the entire interest of each Participant shall be distributed to such Participant not later than the required beginning date specified below, or will be distributed, beginning not later than the required beginning date, over the life of such Participant or over the lives of such Participant and a Beneficiary or over a period not extending beyond the life expectancy of such Participant and a Beneficiary. For this purpose, the term "required beginning date" means April 1 of the calendar year following the

calendar year in which the Participant attains age 70-1/2. If a Participant dies after distribution of the Participant's interest has begun, the remaining portion, if any, of such interest shall be distributed at least as rapidly as under the method of distributions being used as of the date of his death. If a Participant dies before distribution of the Participant's interest has begun, any death benefit shall be distributed within five years after the death of such Participant, unless (i) any portion of the Participant's interest is payable to (or for the benefit of) a Beneficiary, (ii) such portion will be distributed over the life of such Beneficiary or over a period not extending beyond the life expectancy of such Beneficiary, and (iii) except when the Beneficiary is the Participant's surviving spouse, such distributions begin not later than one year after the date of the Participant's death or such later date as the Secretary of the Treasury may by regulations prescribe. If the Beneficiary is the surviving spouse of the Participant, (i) distributions shall begin on or before the latest of one year after the date of the Participant's death, such later date as the Secretary of the Treasury may by regulations prescribe, or the date on which the Participant would have attained age 70-1/2, and (ii) if the surviving spouse dies before the distributions to such spouse begin, the distribution rules specified in this paragraph shall be applied as if the surviving spouse were the Participant.

Notwithstanding the preceding paragraph, effective January 1, 1997, a Participant's distribution must be made under the rules of this paragraph. The distribution of benefits to a Participant who continues employment beyond the participant's Normal Retirement Date must commence by the first day of April of the calendar year following the later of the calendar year in which the participant terminates employment or the calendar year in which the participant attains age 70 ½. Notwithstanding the preceding, a Participant who attains age 70 ½ shall be permitted, but shall not be required, to elect to commence the receipt of distribution by the first day of April of the calendar year in which the participant attains age 70 ½. The Plan shall permit those Participants whose distributions were required to commence prior to January 1, 1997, but who are not required to receive distributions under the law in effect for tax years beginning after December 31, 1996, to cease receiving distributions until so required.

# 5.6 Eligible Rollover Distributions.

(a) This Section applies to distributions made on or after January 1, 1993. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this Section, a distributee may elect, at the time and in the manner prescribed by the Plan Administrator, to have any portion of an eligible rollover distribution paid directly to any eligible retirement plan specified by the distributee in a direct rollover.

(b) Definitions

(i) Eligible rollover distributions: An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Section 401(a)(9) of the Code; and the portion of any distribution that is not includible in gross income.

(ii) Eligible retirement plan: An eligible retirement plan is an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, an annuity plan described in Section 403(a) of the Code, or a qualified trust described in Section 401(a) of the Code, that accepts the distributee's eligible rollover distribution. However, in the case of an eligible rollover distribution to the surviving spouse, an eligible retirement plan is an individual retirement account or individual retirement annuity.

(iii) Distributee: A distributee includes an employee or former employee. In addition, the employee's or former employee's surviving spouse and the employee's or former employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code, are distributees with regard to the interest of the spouse or former spouse.

(iv) Direct Rollover: A direct rollover is a payment of the Plan to the eligible retirement plan specified by the distributee.

(b) EGTRRA provisions

[i] This subsection shall apply to distributions made after December 31, 2001. For purposes of the direct rollover provisions in this Section, an eligible retirement plan shall also mean an annuity contract described in Section 403(b) of the Code and an eligible plan under Section 457(b) of the Code which is maintained by a State, political subdivision of a State, or any agency or instrumentality of a State or political subdivision of a State and which agrees to separately account for amounts transferred into such plan from this plan. The definition of eligible retirement plan shall also apply 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, as defined in Section 414(p) of the Code. For purposes of the direct rollover provisions in this Section, a portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may only be paid to an individual retirement account or annuity described in Section 408(a) or (b) of the Code that agrees to separately account for the amounts so transferred including separately accounting for the portion of such distribution which is not so includible.

#### (c) Pension Protection Act Changes

Effective January 1, 2007, nontaxable distributions that are part of an eligible rollover distribution may be directly rolled over to another tax -qualified plan or to an annuity or account described in Section 403(b) of the Internal Revenue Code if separate accounting requirements of Code Section 402[c](2)(A) are met.

Effective January 1, 2010, an eligible rollover distribution paid as a result of death may be rolled over as described in subsection [c] of this section to an individual retirement account or individual retirement annuity by a nonspouse Beneficiary as well as by a spouse or former spouse.

# Section 6 Death Benefits

# 6.1 General Rule.

Upon the death of a Participant, or upon the later death or a Contingent Annuitant designated by a Participant who survives the Participant, there shall be payable to the Beneficiary an amount equal to the difference, if any, between (a) the total contributions of the Participant, together with interest thereon at 5% per year compounded annually to the earlier of the date of his death or the date his retirement benefit commenced and (b) the total amount of benefits under the Plan received by the Participant, or by the Participant and his Contingent Annuitant and all alternate payees, together, as the case may be. In the absence of the designation of a Beneficiary, or if the designated beneficiary is not then living, payment shall be made to the estate of the later to die of the Participant and his Contingent Annuitant.

# 6.2 Death in the Line of Duty.

Effective December 1, 2002, the surviving spouse of a Participant who dies while an Employee and whose death is a Death in the Line of Duty shall receive a monthly benefit for the spouse's life in an amount equal to the benefit the spouse would have received if the Participant had terminated employment on the day before the date of death with exactly twenty years of Actual Service and elected a reduced benefit for his/her life and a 100% Contingent Annuitant benefit with the Participant's surviving spouse named to receive the benefit. The spouse's benefit shall be payable as of the first day of the month following the Employee's death. The monthly benefits for any surviving spouse of a Participant whose Death in the Line of Duty occurred prior to the date of enactment of legislation making this change in the Plan but on or after December 1, 2002 shall be paid in a lump sum as soon as possible.

# Section 7 Contributions

# 7.1 Employee Contributions.

Each employee shall contribute to the Trust Fund six percent (6%) of his Compensation excluding education incentive pay for each full pay period beginning on or after July 1, 1984, and five and one-half percent (5.5%) of his Compensation excluding education incentive pay for each full pay period beginning on or after July 1, 1987, and five percent (5%) of his Compensation excluding education incentive pay for each full pay period beginning on or after July 1, 1987, and five percent (5%) of his Compensation excluding education incentive pay for each full pay period beginning on or after July 1, 1987.

Effective the first full pay period on or after October 31, 1993, each employee shall contribute to the Trust Fund four and one-half (4.5%) of salary, excluding education incentive pay. Effective the first full pay period beginning on or after July 1, 1994, each employee shall contribute to the Trust Fund four percent (4%) of salary, excluding education incentive pay.

Effective the first full pay period beginning on or after July 1, 1995, the employee contributions to the retirement trust fund shall increase from four (4%) to five and one-half percent (5.5%) of salary, excluding education incentive pay.

The pension contribution rate for officers hired after June 30, 1995, will be as follows: eight percent (8%) for the first five years of employment, seven percent (7%) for the next five years of employment and thereafter the same rate as other officers.

Notwithstanding the above provisions, employee contributions to the Trust Fund shall, effective December 15, 2013, be as follows:

A. Employees hired on or before July 1, 2013 shall contribute nine percent (9%) to the Trust Fund for the first five years of employment, eight percent (8%) for the next five years of employment, and then six percent (6%) for all years of employment thereafter.

B. Employees hired after July 1, 2013 shall contribute nine percent (9%) to the Trust Fund.

# 7.2 Employer Contributions.

The County shall contribute to the Trust Fund from time to time such amounts as are actuarially determined to be required to provide for the benefits under the Plan. An actuarial valuation of the Plan shall be obtained at intervals of not more than two years in order to determine the required contributions of the County.

# 7.3 No Reversion of Employer Contribution.

No contributions to the Trust Fund by the County shall be used for or diverted to purposes other than for the exclusive benefit of Participants and their Contingent Annuitants and Beneficiaries, prior to the satisfaction of all liabilities under the Plan to any of the foregoing.

# Section 8 Administration of the Plan

# 8.1 Retirement Administrator.

The Plan shall be administered by a Retirement Administrator, who shall be appointed by the County Executive. Unless otherwise directed by the County Executive no bond or other security shall be required of the Retirement Administrator.

# 8.2 Powers of Retirement Administrator.

Subject to action by the County Executive, the Retirement Administrator shall have the power and duty to take all actions and to make all decisions necessary or proper to carry out the provisions of the Plan, and, without limiting the generality of the foregoing, the Retirement Administrator shall have the following powers and duties:

(a) To make and enforce such rules and regulations as he shall deem necessary or proper for the efficient administration of the Plan;

(b) To interpret the Plan;

(c) To decide questions concerning the Plan and the eligibility of any employee to participate therein and the rights of any person to receive benefits thereunder;

(d) To determine the mortality and other tables and the interest rates to be used from time to time in actuarial and other computations for any purpose of the Plan;

(e) To compute the amount of benefits which shall be payable to any person in accordance with the provisions of the Plan;

(f) To authorize disbursements by the Trustees; and

(g) To recommend to the County the amounts of contributions to be made by the County from time to time under the provisions of the Plan.

#### 8.3 Administrative Review Board.

There shall be an Administrative Review Board, consisting of the Chief Administrative Officer who shall act as Chairman, the Director of Management and Budget, the Director of Finance, the Chief of Police of the County, the Director of Human Resources Management, the President of Fraternal Order of Police Lodge No. 89, the Deputy Chief Administrative Officer for Public Safety and one Fraternal Order of Police Lodge No. 89 bargaining unit member, such member to be designated by the President of Fraternal Order of Police Lodge No. 89. Effective October 19, 1994, one additional Fraternal Order of Police Lodge No. 89 past or present bargaining unit member, such member to be designated in writing by the President of the Fraternal Order of Police Lodge No. 89. Shall be a member of this Board.

The Administrative Review Board shall convene at a regular time and place at least as often as quarterly, and the Retirement Administrator shall report quarterly to the Administrative Review Board for its review of all significant actions and decisions made by the Retirement Administrator pursuant to the powers and duties given to the Retirement Administrator in Section 8.2. Any person having or claiming an interest under the Plan may request the Administrative Review Board to review any action of the Retirement Administrator which may have an effect on the interest of such person under the Plan, in accordance with the rules and regulations established by the Administrative Review Board. The decision of the Administrative Review Board resulting from such request for review shall be final and conclusive.

Notwithstanding the preceding paragraph, Fraternal Order of Police Lodge No. 89, on behalf of any Participant covered by the then applicable Collective Bargaining Agreement between the County and Fraternal Order of Police Lodge No. 89, or the County, may submit a final benefit claim decision of the Administrative Review Board to arbitration by giving written notice to the Director of Personnel and Labor Relations within ten days after receipt of the written, final decision of the Administrative Review Board. The Director of Personnel and Labor Relations shall notify the Administrative Review Board of any such notice. The arbitration proceedings shall be conducted by an arbitrator to be selected by the County and the Fraternal Order of Police Lodge No. 89 within seven days after notice has been given to the Director of Personnel and Labor Relations. In the event the parties are unable to select an arbitrator, the Prince George's County Public Employee Relations Board shall be requested to provide a panel of five arbitrators from which the arbitrator shall be selected according to the procedure specified by said Employee Relations Board. The decision of the arbitrator shall be final and binding on the County, the Participant, Fraternal Order of Police Lodge No. 89, and the Plan. Expenses for the arbitrator's service and the proceedings shall be borne equally by the County and the Fraternal Order of Police Lodge No. 89.

The Administrative Review Board shall adopt such rules and regulations governing the conduct of its business, including procedural rules regarding claims review, as it may deem necessary or desirable from time to time. All decisions of the Administrative Review Board shall require the concurrence of a majority of its members. The Retirement Administrator may at

any time request the Administrative Review Board to review any proposed administrative action prior to taking such action. Any such prior review shall not deny to any person whose interest under the Plan may be affected by the action of the Retirement Administrator the right to request a further review of said action of the Retirement Administrator by the Administrative Review Board, to the same extent as if there had been no such prior review of such action by the Administrative Review Board.

If the County Executive so indicates, a person holding an office in an acting capacity shall be a member of the Administrative Review Board.

#### 8.4 Employment of Experts.

The Retirement Administrator may employ or engage an actuary to make actuarial valuations of the liabilities under the Plan, to recommend to the Retirement Administrator the mortality and other tables and the interest rates to be used from time to time in actuarial and other computations for any purpose of the Plan, to recommend to the Retirement Administrator the amounts of contributions to be made by the County and to perform such other services as the Retirement Administrator shall deem necessary or desirable in connection with the administration of the Plan. The Retirement Administrator may also employ or engage such accountants, counsel, other experts and other persons as deemed necessary or desirable in connection with the administration of the Plan.

#### 8.5 Limitation of Liability.

In administering the Plan, neither the Retirement Administrator, nor the members of the Administrative Review Board, nor any person to whom may be lawfully delegated any power or duty in connection with administering the Plan, shall be liable for any action or failure to act, except for their own willful and intentional malfeasance or misfeasance. The Retirement Administrator and members of the Administrative Review Board and each person to whom may be lawfully delegated any duty or power in connection with administering the Plan shall be entitled to rely conclusively upon, and shall be fully protected in any action taken by them or any of them in good faith in reliance upon, any table, valuation, certificate, opinion or report which shall be furnished to them or any of them by the Trustee or by any actuary, accountant, counsel or other expert who shall be employed or engaged by the County or the Retirement Administrator.

#### 8.6 Expenses.

All expenses that shall arise in connection with the investment of the Trust Fund (including brokerage costs, Federal and State transfer taxes, shipping expenses and charges presented by any custodial banks of the Trustees) and any income or other taxes of any kind whatsoever which may be levied or assessed upon or in respect of the Trust Fund shall be paid by the Trustee out of the Trust Fund. Except as otherwise expressly provided in the Trust Agreement, all other expenses relative to the Trust Fund, including, but not limited to, the compensation of any actuary, accountant, counsel, custodian, other expert or other person who shall be employed by the Retirement Administrator in connection with the administration thereof, shall be paid by the Trust Fund.

#### 8.7 Information from Participants.

In order to receive any benefits under the Plan, a Participant must furnish to the Retirement Administrator such information as he may request for the purpose of the proper administration of the Plan.

# 8.8 Interpretation and Regulations Are Binding on Participants and Beneficiaries.

The Administrative Review Board and the Retirement Administrator subject to the Board's approval, have the final authority to interpret this Plan Document and to adopt such rules and regulations as in their opinion are necessary or advisable to implement and administer the Plan. Such interpretations and rules and regulations, once adopted, are binding upon all Participants and Beneficiaries and upon any other persons claiming an interest under the Plan.

# 8.9 Court Action at Discretion of Administrative Review Board.

The Administrative Review Board, if it desires, may require any fact or other question to be adjudicated in court before taking action.

# Section 9 The Trust Fund

**9.1** The Trust Fund shall be held and disbursed by the Trustee in trust in accordance with the provisions of the Trust Agreement for use in accordance with the provisions of this Plan and of the Trust Agreement. No person shall have an interest in, or rights to, the Trust Fund or any part thereof, except as expressly provided in the Plan and the Trust Agreement.

**9.2** Removal or replacement of the Trustee shall be accomplished in the manner provided for in the Trust Agreement at the time thereof.

**9.3** The Trustee shall at any time have such powers to hold, invest, reinvest, control and disburse the Trust Fund as shall at that time be set forth in the Trust Agreement.

**9.4** No part of the assets of the Trust Fund shall, by reason of any modification, amendment, termination, or otherwise be used for or diverted to purposes other than for the exclusive benefit of Participants, Contingent Annuitants, or their designated beneficiaries or estates.

**9.5** A Trustee may be a Participant in the Plan, and such participation will not result in any limitation of powers or other disqualification to act in the capacity of Trustee.

#### Section 10 Reservations and Limitations of Rights

**10.1** Neither the County, the Retirement Administrator, nor the Trustee assume as a contractual obligation the continuance of this Plan or the payment of the contributions thereunder. Each Participant, Contingent Annuitant, Beneficiary or other person who shall claim the right to any payment or benefit under the Plan, shall be entitled to look only to the Trust Fund for any such payment or benefit and shall not have any right, claim or demand therefore against the County, the Retirement Administrator or the Trustee.

**10.2** The Plan shall not be deemed to constitute a contract between the County and any Participant or to be a consideration for, or an inducement for, the employment of any Participant by the County. Nothing contained in the Plan shall be deemed to give any Participant the right to be retained in the service of the County or to interfere with the right of the County to discharge any Participant at any time without regard to the effect which such discharge shall have upon his rights, if any, under the Plan.

**10.3** All of the provisions of Section 10 limiting obligations of the County under the Plan or the rights of Participants in the Plan shall not be effective to the extent otherwise provided by the terms of any contract to which the County is a party, including the Agreement between the County and the Fraternal Order of Police Lodge No. 89 as it shall be in effect from time to time.

# Section 11 Non-Alienation of Benefits

**11.1** Except as otherwise provided in Section 11.3, any benefit which shall be payable under the Plan shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber or charge any such benefit shall be void, except for the withholding of federal income tax to the extent required by law; and any such benefit shall not in any manner be liable for or subject to the debts, contracts, liabilities, engagements or torts of the person who shall be

entitled to such benefit, nor shall it be subject to attachment or legal process for or against such person.

**11.2** Except as otherwise provided in Section 11.3, if any person who shall be entitled to any benefit under this Plan shall become bankrupt or shall attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber or charge such benefit, or if any person shall attempt to attach, garnish, execute or otherwise encumber a benefit payable or to become payable under this Plan to any Participant or other person entitled thereto, the Retirement Administrator, in his/her sole discretion, may terminate the interest in such benefit of such Participant or such other person. In that event, the Retirement Administrator shall cause such benefit, or any part thereof, to be held or applied for the benefit of such Participant or any other person or spouse, children or other relatives or dependents, or all or any of them, in such manner as the Retirement Administrator shall determine, and any such application shall be a complete discharge of all liability with respect to such benefit.

## **11.3** Treatment of Domestic Relations Orders.

The prohibitions contained in the preceding paragraphs of this Section 11 shall not apply to payments or transfers made pursuant to a domestic relations order which complies with the provisions of this paragraph.

The Plan will comply with a domestic relations order, provided it meets the following conditions:

(1) The domestic relations order must be a judgment, decree, or order made pursuant to a State domestic relations law;

(2) The domestic relations order must relate to the payment of child support, alimony, or a marital property award to a spouse or former spouse of a Participant (alternate payee);

(3) In the case of alimony, child support or orders pertaining to payment of arrearage or monetary award judgments, the domestic relations order must, as described in paragraphs (1) and (2) above, order payment from a Participant's benefits under the Plan if, as and when paid to the Participant, and must specifically identify each benefit that is subject to such order;

(4) In the case of marital property awards, the domestic relations order, as described in paragraphs (1) and (2) above, must create or recognize an alternate payee as an owner or a co-owner of an interest of Participant under the Plan, must specifically identify each interest that is subject to such order and must specifically order the direct transfer of each such interest to such alternate payee.

(5) No domestic relations order shall require the Plan (i) to provide any type or form of benefit not otherwise provided by the Plan; nor (ii) to provide increased benefits; nor (iii) to pay benefits to an alternate payee which are required to be paid to another alternate payee under another previously applicable domestic relations order.

(6) The Plan shall establish procedures to determine whether a domestic relations order is qualified and to administer distributions under such domestic relations orders.

(7) Any benefits payable or interest transferred under this Section 11.3 pursuant to a domestic relations order shall be computed before determining the benefit payable under any other Section of the Plan, and shall reduce the amount payable under any other Section.

# Section 12 Amendment and Termination

#### 12.1 Amendment.

(a) General Rule.

The County shall have the right at any time or from time to time to modify or amend the Plan in whole or in part, except to the extent otherwise provided by any contract to which the County is a party, including the Agreement between the County and the Fraternal Order of Police Lodge No. 89, as it shall be in effect from time to time; provided, however, that any modification or amendment of the Plan shall not affect, unless expressly set forth in the amendment or modification, or adversely affect any case, any rights or benefits under the Plan existing at the date of such modification or amendment in respect of any Participant who shall have retired, been retired or otherwise ceased to be in the employ of the County prior to said date, or adversely affect any rights or benefits under the Plan existing at said date because of subsequent retirement or death in respect of any Participant who at said date shall be in the employ of the County and shall not have reached his/her Normal Retirement Date.

(b) Exception.

Anything in subsection (a) to the contrary notwithstanding, the County may make any and all modifications and amendments of the Plan which it shall deem to be necessary or appropriate in order to qualify this Plan and the Trust Agreement, or to keep the Plan and the Trust Agreement qualified, under the Internal Revenue Code and the regulations thereunder or any amendment of such Code or such regulations.

#### 12.2 Termination.

#### (a) Priorities.

Upon termination of the Plan, or upon complete discontinuance of County contributions, the rights of all Participants to benefits accrued to the date of said termination or discontinuance (the Termination Date), to the extent then funded, shall be nonforfeitable, and the assets of the Trust Fund shall be allocated as follows, after payment of all proper expenses:

(1) First, to provide the benefits called for by the Plan for each Participant, Contingent Annuitant, or Beneficiary, to whom payments are being made at the Termination Date.

(2) Second, if any assets remain after completion of the allocation provided for in subsection (a)(1), to provide the retirement benefits called for by the Plan and [i] each Participant who has reached his Normal Retirement Date on the Termination Date, but who has not begun to receive his benefits as of such date and (ii) each Participant who is eligible for early retirement benefits at the Termination Date.

(3) Third, if any assets remain after completion of the allocation provided for in subsection (a)(2), to provide the retirement benefits called for by the Plan for each Participant whose employment with the County has terminated and who is entitled to receive retirement benefits under Section 4.4, or who would be entitled to receive retirement benefits under Section 4.4, if employment had terminated as of the Termination Date.

(4) Fourth, if any assets remain after completion of the allocation provided for in subsection (a)(3), to provide retirement benefits for each of the remaining Participants.

(b) Method of allocation of assets.

Assets shall be allocated on the basis of the actuarial reserve required at the Termination Date to provide the particular benefit in question. If the assets are insufficient to provide in full the total of the actuarial reserves required to provide the benefits for all persons in any of the foregoing classes, the assets shall be allocated among the persons in such class in proportion to the ratio which the actuarial reserve for each person in that class at the Termination Date bears to the total of the actuarial reserves for all persons in that class at the Termination Date.

(c) The respective amounts to be allocated in accordance with the provisions of this Section 12 shall be determined by the Retirement Administrator, subject to approval of the Administrative Review Board, as of the date of termination or discontinuance, and the allocation shall be accomplished through (i) the distribution of cash in a lump sum or in payments over

such period as may be determined by the Retirement Administrator, (ii) the purchase of annuity contracts, or (iii) the continuance of the Trust Fund or the establishment of one or more new trust funds, or a combination thereof, as shall be determined by the Retirement Administrator, subject to approval of the Administrative Review Board.

# Section 13 Miscellaneous

#### **13.1** Temporary Limitations.

In the event that the Plan is terminated or the full current costs attributable to the additional benefits, as hereinafter defined, have not been met at any time before ten years after the effective date of any such additional benefits, the additional benefits which any of the twenty-five highest paid employees, as hereinafter defined, may receive, shall not exceed those which can be provided from the County contributions not in excess of the larger of the following sums:

(a) \$20,000 or

(b) An amount equal to 20% of the first \$50,000 of the Participant's average Compensation for the preceding five years multiplied by the number of years since the effective date of any additional benefits.

If, on or before ten years after the effective date of any additional benefits, the full current costs attributable to the additional benefits are not met, the restrictions will continue to apply until such current costs are funded for the first time.

These conditions shall not restrict the current payment of full retirement benefits called for by the Plan for any retired Participant while the Plan is in full effect and its full current costs have been met. In the event that any funds are realized by operation of the restrictions set forth in this Section 13.1, they shall be used to reduce subsequent County contributions to the Plan, but if the County has ceased its contributions, they shall be used for the benefit of Participants, other than those restricted by this Section 13.1, on a basis which shall not result in substantial discrimination in favor of the more highly compensated employees.

For the purpose of this Section 13.1, the following definitions shall apply:

(i) "Additional benefits" shall mean the benefits provided by this Plan from and after January 1, 1991, over and above those provided by the Plan immediately prior to January 1, 1991. (ii) "Twenty-five highest paid employees" shall mean the twenty-five highest paid Employees as of the effective date of any additional benefits, including any Employees who are not Participants at the time but who may later become Participants, but excluding any Employee whose annual benefits are not at that time expected to exceed \$1,500.

Any limitations on benefits under this Plan, similar to those contained in this Section 13.1, that were in effect on December 31, 1990, shall remain in effect in accordance with their terms.

**13.2** The Plan shall be construed and its provisions enforced and administered in accordance with the laws of the State of Maryland only to the extent that Maryland law is not preempted by Federal law.

**13.3** Whenever used herein, unless the context otherwise indicates, words in the masculine form shall be deemed to refer to females as well as males.

**13.4** Tax Treatment of Distributions

Plan distributions shall be treated as taxable or nontaxable as required by Internal Revenue Code provisions. Distributions made to a retiree who is in receipt of a benefit after retirement at normal retirement age, or after non-service connected disability, that are used for payment of retiree medical or long term care premiums shall be excluded from taxable income under Code Section 402(1) in an amount and in a manner as described in that Code provision or any successor thereto.

# APPENDIX 1

# 1. Actuarial Information for Contingent Annuitant Benefits.

For participants who retire on or after October 9, 1991, the interest rate is 8% for purposes of contingent annuitant benefits. The mortality table is the UP-1984.

#### **APPENDIX 2**

# DISABILITY REVIEW BOARD RULES OF ADMINISTRATIVE PROCEDURE

#### **Determination of Disability**

#### **1.** Initiation of Review Procedure.

To begin the disability determination procedure, a Participant, the appointing authority, or the Retirement Administrator may request that the medical records of the Participant be reviewed by the Medical Advisory Board for consideration of a disability retirement.

#### 2. Medical Advisory Board.

The Medical Advisory Board shall examine all evidence concerning the case, including if necessary, a medical examination of the Participant by a physician or physicians selected for that purpose by the Medical Advisory Board, or by one or more members of the Medical Advisory Board, and provide a written opinion to the Disability Review Board (hereinafter referred to as the "DRB"), of the nature, cause, degree of permanence, and effect of the alleged disability.

# 3. Disability Review Board Composition and Quorum.

The DRB shall be comprised of the following members in accordance with Section 4.2(b) of the Police Pension Plan and Section 4.3(b) of the Fire Service Pension Plan:

- 1. Director of Finance or designee
- 2. Director of Personnel and Labor Relations or designee
- 3. Chief Administrative Officer or designee
- 4. Fire Chief or designee
- 5. Chief of Police or designee
- 6. President of the International Association of Fire Fighters Local 1619 or his designated permanent alternate
- 7. President of the Fraternal Order of Police Lodge No. 89 or his designated permanent alternate

Four voting members of the DRB shall constitute a quorum. A quorum must be present for the conduct of any business or hearing before the DRB.

## 4. Disability Review Board Administrative Session.

Within ten (10) calendar days after the Medical Advisory Board Meeting, the DRB shall meet in administrative session to review the recommendations of the Medical Advisory Board and render a preliminary determination as to disability and the service or non-service classification of such disability.

## 5. Notification of Preliminary Determination and Right to a Formal Hearing.

Within five (5) working days of the administrative session, notice of the DRB's preliminary determination shall be sent certified mail, return receipt requested, to the Participant from the Retirement Administrator.

The notice shall contain the following:

a. A statement of the DRB's preliminary determination.

b. A statement that the Participant may request a formal hearing within fifteen (15) calendar days of the date of the notice and how such request shall be made.

c. A statement that if a request for a formal hearing is not made within fifteen (15) calendar days of the date of the notice, the preliminary determination of the DRB shall become final as of the sixteenth (16th) calendar day after the date of the notice. Further, that administrative action to implement the final determination, such as administrative action to return to duty, separate or retire shall be instituted without further delay.

d. A statement that if a formal hearing is timely requested but is not held within sixty (60) calendar days of the date of the notice, administrative action to implement the preliminary determination of the DRB shall be instituted as of the sixty-first (61st) calendar day following the date of the notice. Further, that if the preliminary decision of the DRB is modified at a formal hearing held on a later date, all benefits will be retroactively implemented.

e. A statement that if the Participant requests a formal hearing, the Participant shall be given access to the evidence presented to, or otherwise obtained by, the DRB in making its preliminary determination.

f. A statement that if a request for a formal hearing is made and the hearing is not held within one (1) year from the date of the notice, and the delay in the holding of the hearing was not caused by the Retirement Administrator or the DRB, then the preliminary determination of the DRB shall become a final determination and the Participant shall have no further right to a formal hearing. g. A copy of these Rules of Administrative Procedure.

## 6. **Procedure for Requesting Formal Hearing.**

A Participant shall request a formal hearing on or before the fifteenth (15th) day following the date of the notice of the DRB's preliminary determination, by returning a copy of the notice to the DRB along with a statement, on the form provided with the notice, if any, requesting a formal hearing and stating the name, address and telephone number of the attorney representing the Participant, if any.

#### 7. Confirmation of Hearing.

Upon receipt of a request for a formal hearing, the Retirement Administrator shall either schedule a formal hearing before the DRB or refer the request to a hearing examiner appointed by the DRB. If the case is assigned to a hearing examiner, the hearing examiner will contact the parties and schedule a formal hearing date within sixty (60) days of the date of the request for formal hearing.

#### 8. Formal Hearing.

A formal hearing shall be held before the DRB or a hearing examiner appointed by the Disability Review Board.

A formal hearing shall be held on a date upon which the parties shall mutually agree, but not later than sixty (60) days following the date of the request for formal hearing.

If a Participant or attorney representing a Participant wishes to cancel or postpone a formal hearing, the Participant or attorney must notify the DRB or the hearing examiner at least five (5) calendar days prior to the date scheduled for the formal hearing or the Participant shall bear the cost of all experts who were to attend the formal hearing.

If the DRB or hearing examiner wishes to cancel or postpone a formal hearing, the Retirement Administrator must notify the Participant and attorney of record at least (5) calendar days prior to the date scheduled for the formal hearing or the DRB or hearing examiner shall bear the cost of all experts who were to attend the formal hearing, unless the hearing was cancelled due to illness or emergency.

#### 9. Conduct of Formal Hearing, Evidence.

a. Each Participant appearing before the DRB or the hearing examiner for a formal hearing shall be given full opportunity to present such testimony under oath or affirmation and to produce such witnesses to give testimony under oath or affirmation as he may desire. Further he shall be entitled to the benefit of counsel and to have his attorney appear on his behalf before the DRB or the hearing examiner at the formal hearing.

b. At least seven (7) working days prior to the formal hearing, a Participant shall submit to the Retirement Administrator and the DRB or hearing examiner a list of witnesses which the participant intends to call and any additional written evidence which the participant believes the DRB or the hearing examiner should consider.

c. The Chairman of the DRB or another member of the DRB so designated by the Chairman or the hearing examiner shall preside at the formal hearing. The Chairman or his designee shall have full authority at all times to maintain orderly procedure and to restrict the formal hearing to material and relevant testimony and other evidence so that it may make a fair and impartial final determination.

d. The formal hearing shall be considered an administrative adjudicatory proceeding. All witnesses shall testify under oath or affirmation and a record of the proceedings shall be made and kept. Members of the DRB or the hearing examiner shall have the power to administer oaths and to examine all witnesses under oath in relation to any matter properly involved in the formal hearing.

e. The formal hearing shall be open to the public.

f. The Participant shall personally appear before the DRB or the hearing examiner unless the Medical Advisory Board presents medical testimony or a certificate to the satisfaction of the DRB or the hearing examiner that the Participant is unable to appear because of the extreme severity of his physical or mental condition. In the absence of the Participant, the DRB, in its discretion, may consider the case on the basis of the medical findings presented by the Medical Advisory Board or contained in his records. In the alternative, the DRB or the hearing examiner may visit and examine the Participant at such place where he/she may be.

g. The Participant shall proceed first at the formal hearing and shall have the burden of providing by a preponderance of the evidence both the disability and its service connection, unless the disability, in the case of a fire fighter, is alleged to have been caused by heart disease, lung disease or hypertension; and effective July 1, 1993, in the case of a paramedic, is alleged to have been caused by heart disease. In such case, it will be the Pension Plan's burden to overcome a presumption of service connection. For police officers under Plan B only, any condition or impairment of health caused by heart disease or hypertension shall be presumed to be a service connected disability unless evidence is produced which shall demonstrate to a reasonable degree of medical certainty that the employee's impairment of health or disability is not related to his/her employment.

h. In determining whether an injury or illness is service- connected, the Participant must show that the injury or illness was directly and substantially caused by an employment related accident, occurrence or condition. A pre-existing physical or mental condition found in the Participant which is aggravated by an employment related accident, occurrence or condition and renders the Participant disabled, does not give rise to a serviceconnected disability.

i. A Participant and the attorney for the Pension Plan shall present such witnesses as they deem necessary. Every party and member of the DRB or the hearing examiner shall have the right to cross-examine the witnesses who testify.

j. All evidence, including records and documents offered and received by the DRB or the hearing examiner from the Medical Advisory Board or during the formal hearing, shall be made a part of the record in the case and no other evidence shall be considered in the determination of the case. Documentary evidence may be received in the form or copies of excerpts or be incorporated by reference. The DRB or hearing examiner may, at their sole discretion, direct the parties to submit pre or post hearing briefs summarizing record evidence, the parties' positions and relevant points of law.

k. The DRB or the hearing examiner, either on their own or at the request of either party, may require the Participant or the Pension Plan to produce additional evidence for a complete determination of the issues to be resolved.

l. The formal hearing may be transcribed by any means selected at the sole discretion of the DRB or hearing examiner. The parties shall equally share the cost of any transcription of the formal hearing.

m. The DRB or the hearing examiner, with notice to the parties, may take notice of facts and general knowledge, or general, technical or scientific facts within its specialized knowledge. The DRB or the hearing examiner may also take notice of laws, statutes, ordinances, regulations and executive orders of the United States, the states, local political subdivisions and municipal corporations. The parties shall be afforded an opportunity to contest facts or laws so noticed. The DRB or the hearing examiner may utilize its experience, technical competence and specific knowledge in the evaluation of evidence presented. The Board shall receive and may consider all evidence which is relevant and material.

n. At the conclusion of each formal hearing, the parties may make a closing argument if they so desire or are so directed by the DRB or the hearing examiner.

#### **10.** Final Determinations.

All final determinations of the DRB shall be made in accordance with one of the following procedures:

(a) If the hearing was held before the DRB, by a majority of the members of the DRB who were present at the formal hearing or who have fully considered the evidence introduced thereat and have reviewed the full record of the proceedings the members shall vote. Any member of the DRB who was not present at the formal hearing and who has not fully considered the evidence and record as set forth above, shall not vote nor be counted as a member of the DRB for the purposes of rendering a decision by majority vote concerning such formal hearing; or

(b) If the hearing was held before a hearing examiner, the hearing examiner will, within twenty (20) calendar days of the close of the record or receipt of the transcript, if any, present written findings of facts, conclusions and recommendations along with all evidence, records, and documents submitted at the formal hearing, to the DRB. A majority of the members of the DRB shall then review such findings of facts, conclusions and recommendations and render a final determination by majority vote.

The DRB shall make every reasonable effort to render its decision within thirty (30) calendar days after receipt of the hearing examiner's findings. The DRB's final determination and accompanying findings of facts shall be filed in its official file which shall be maintained by the Retirement Administrator. A copy of the final determination shall be sent by certified mail to the Participant and/or his attorney of record. The pension plan attorney, appointing authority and any other party of record shall also be notified in writing.

# 11. Motion for Reconsideration.

Within ten (10) calendar days from the date of receipt of the final determination of the DRB, the Participant, the Pension Plan or any other party of record may file with the DRB a motion for rehearing, but only on the grounds of error of law or newly discovered evidence which the movant could not with due diligence have discovered prior to the DRB's final determination. The calculation of the period of ten (10) days referred to in this rule shall commence on the day after the date of delivery of the notice of the final determination of the DRB as evidenced by the certified mail return receipt.

The party appealing the final determination of the DRB shall pay the expenses of transcribing the record of the formal hearing.

# **12.** Implementation of Final Determination.

Within twelve (12) calendar days from the date of the mailing of its final determination, administrative action to effect the final determination may be instituted without further delay.

These rules of administrative procedure have been adopted by the Disability Review Board of the Prince George's County Police and Fire Service Pension Plans at a meeting held on the 8th day of February 1990.

#### **2008 Plan Retirement Administrator Regulation**

#### Section 415 Interest Rates and Mortality Tables

Pursuant to the power given in Plan Section 8.2(d) to take all actions and to make all decisions necessary or proper to carry out the provisions of the Plan, and, in particular to determine the mortality and other tables and the interest rates to be used from time to time in actuarial and other computations for any purpose of the Plan, this Regulation will implement required interest rate changes and mortality table updates as required by Internal Revenue Code Section 415 and final Regulations issued under Section 415 in 2007.

1. Plan Section 4.7 ("Limitation on Benefits") provides that the maximum benefit under this Plan shall be as provided in Section 415 of the Internal Revenue Code, as amended from time to time. The maximum benefit amount permitted under Section 415, and the Treasury Regulations issued under Section 415, is expressed as an annual benefit payable for the life of the retiree.

If the annual retirement benefit under this Plan is payable in any form other than as the annual benefit payable for the life of the retiree as described in Plan Section 5.1, then such optional form shall be adjusted if such adjustment is required by Section 415. Such adjustment shall make the optional form of payment the Actuarial Equivalent of the annual benefit payable for the life of the retiree for purposes of comparing it to the Section 415 limitation.

2. For purposes of making the adjustment to an optional benefit form as described above, the mortality table used will be that prescribed by the IRS Commissioner under Section 415(b)(2)(E) as in effect from time to time, and currently described and set forth in Rev. Rul. 2001-62, or such updated mortality table that is prescribed for this purpose by IRS.

3. For purposes of making the adjustment to an optional benefit form as described above, the interest rate shall be that specified in Section 415(b)(2), as amended by both the Pension Funding Equity Act of 2004 and the Pension Protection Act of 2006, and effective as described in those Acts.



# **Deputy Sheriff's Pension Plan**

# Normal Retirement Date (NRD):

• 25 Years of Service or age 55

# **Benefit:**

• 25 years of service = 72.5%

Benefit Formula				
0-20 Years	X	FAS	X	3% = Maximum 50%
21 – 30 Years	X	FAS	X	2.5% = Maximum 75%

# **Contribution (Pre-Tax):**

• Employee -11% of salary

# Vesting (5 or more years):

- Choice to vest or get refund with interest at 5%
- Less than 5 years–refund only with interest at 5%

# Final Average Salary (FAS):

• Based on the two (2) highest consecutive earnings over the past 24 months

# **Disability Retirement:**

- Service Connected Disability 70% for the 1<sup>st</sup> year (60% thereafter)
- Non-Service Connected Disability Based on years but no less than 30% \*\*\*Must have completed 5 years of actual and continuous service as a Prince George's County Deputy Sheriff to be eligible.

# Military:

• Once you have completed 5 years of service, you can purchase up to 2 years of prior military service which counts as additional service only.

Updated July 2019

PRINCE GEORGE'S COUNTY

## **DEPUTY SHERIFF'S**

PENSION PLAN

(As Amended and Restated Effective December 31, 2015)



PRINCE GEORGE'S COUNTY, MARYLAND

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#### PREAMBLE

The purpose of this document is to set forth the provisions of the Prince George's County Deputy Sheriff's Pension Plan (hereinafter the "Plan").

The Plan became effective as of June 30, 1985. The Plan was subsequently amended as follows:

- 1. First Amendment adopted on March 7, 1989, effective as of June 30, 1985.
- 2. Second Amendment adopted on July 13, 1992, effective as of February 1, 1992.
- 3. Third Amendment adopted on July 13, 1992, effective as of July 1, 1992.
- 4. Fourth Amendment adopted on May 12, 1993, effective as of May 1, 1993.
- 5. Fifth Amendment adopted on June 22, 1994, effective as of May 1, 1994.
- 6. Sixth Amendment adopted on October 6, 1995, effective July 6, 1995.
- 7. Seventh Amendment adopted on February 5, 1996, effective as of July 1, 1996.
- 8. Eighth Amendment adopted on October 23, 1996, effective as of July 1, 1996.
- 9. Ninth Amendment adopted on November 20, 1998, effective as set forth therein.
- 10. Tenth Amendment adopted on February 27, 2001, effective as set forth therein.
- 11. Eleventh Amendment adopted on July 28, 2000, effective as set forth therein.
- 12. CB-8-2001 adopted on April 10, 2001, effective May 25, 2001.
- 13. Twelfth Amendment adopted on April 16, 2001, effective as of October 1, 2000.
- 14. Thirteenth Amendment adopted on January 23, 2004, effective as of July 1, 2001.
- 15. Fourteenth Amendment adopted on January 23, 2004, effective as of July 1, 2003.
- 16. Fifteenth Amendment adopted on December 7, 2004, effective as of December 7, 2004.
- 17. Sixteenth Amendment adopted on April 18, 2007, effective as set forth therein.
- 18. CB-18-2008 adopted on July 1, 2008, effective August 14, 2008, being the Seventeenth Amendment.
- 19. Eighteenth Amendment adopted on December 16, 2008, effective as set forth therein.
- 20. Nineteenth Amendment adopted December 31, 2011, effective as set forth therein.

- 21. Twentieth Amendment adopted September 1, 2012, effective as set forth therein.
- 22. Twenty-first Amendment adopted December 18, 2013, effective as set forth therein.

This document restates the Plan as so amended. All Plan provisions are effective June 30, 1985, unless specifically noted otherwise.

#### Section 1 - Definitions

1.1 <u>Actual Service</u>. (a) For a Supplemental Participant, Actual Service means service while employed as an Employee, both before and after the Effective Date of the Plan, up to the maximum number of years provided in Section 3.1. Service shall be credited in units of years and fractional years, with each completed month of service providing 1/12 of a year of service. [Amended 2/5/96, effective 7/1/96]

Actual Service shall also mean the service indicated for employees who are identified in the May 4, 1984, Memorandum of Understanding between Prince George's County and the Deputy Sheriff's Association of Prince George's County, a copy of which is appended to this Plan Document.

To the extent required by Federal or State law, Actual Service shall also include a period of service in the Armed Forces of the United States that immediately follows service as an Employee, provided that (i) the Employee complies with all of the requirements of Federal or State law in order to be entitled to re-employment and service credit, (ii) the Employee returns to employment with the County within the period provided by such law and (iii) the Employee pays into the Trust Fund the contributions that would have been made during such period by the Employee as required by Section 7.1(c), to the extent that such payment does not violate Federal or State law. [Amended 2/5/96, effective 7/1/96]

(b) For a Comprehensive Participant, (i) Actual Service prior to July 1, 1996, shall equal Actual Service as otherwise calculated under subsection (a) of this definition for which the accumulated contributions of such Employee and the amount of reserve in the State Plan from contributions of the County on account of such Employee have been transferred to the Trust Fund from the State Plan and (ii) Actual Service on and after July 1, 1996, shall be calculated under subsection (a) of this definition, provided that a Comprehensive Participant's total Actual Service shall not exceed the maximum number of years provided in Section 3B.1. [Added 2/5/96, effective 7/1/96]

Actual Service shall also mean the service indicated for employees who are identified in the May 8, 1996 Memorandum of Understanding between the County and the Deputy Sheriff's Association of Prince George's County, Inc. (the "1996 MOU"), as amended by the November 5, 1998 Memorandum of Understanding between the County and the Deputy Sheriff's Association of Prince George's County, Inc. (the "1998 MOU"), as amended, copies of which are appended to this Plan Document; provided that (1) with respect to the service credit provided in the 1996 MOU, contributions are transferred or redeposited as required thereby and (2) with respect to the service credit provided in the 1998 MOU, the service credit is provided at no cost to the County or the Plan. [Added 2/27/01, effective 4/30/96; amended 1/23/04, effective 7/1/01]

Actual Service shall also mean the "up front" military service indicated for employees who are identified in the November 19, 2002 Memorandum of Understanding between the County and the Deputy Sheriff's Association of Prince George's County, Inc., a copy of which is appended to this Plan document. [Added 1/23/04, effective 7/1/03]

(c) Notwithstanding the foregoing, Actual Service shall not include any period during which a Participant is on approved leave without pay, unless such Participant pays into the Trust Fund the contributions that would have been made during such period by the Participant pursuant to Section 7.1. [Added 5/12/93, effective 5/1/93]

1.2 <u>Average Annual Compensation</u>. (a) For a Supplemental Participant, Average Annual Compensation means an amount computed by dividing by three the Compensation actually received by an Employee during whatever period of thirty-six consecutive months of service as an Employee will provide the largest total Compensation for any such period. [Amended 2/5/96, effective 7/1/96]

(b) For a Comprehensive Participant, Average Annual Compensation means an amount computed by dividing by two the Compensation actually received by an Employee during whatever period of twenty-four consecutive months of service as an Employee will provide the largest total Compensation for any such period. [Added 2/5/96, effective 7/1/96]

(c) For any Participant who retires on or after July 1, 1991, Average Annual Compensation shall be calculated as if the Participant had received (i) any wage scale adjustment included in Schedule W, Uniform Wage Scale, effective July 14, 1991, contained in Attachment A of the collective bargaining agreement dated April 3, 1990, and (ii) the 7% cost of living increase set forth in Article 2, paragraph C of such collective bargaining agreement and scheduled to become effective on July 14, 1991, in each case projected through the last day of employment. [Amended 7/13/92, effective 2/1/92]

(d) For any Participant who retires on or after July 1, 1993, Average Annual Compensation shall be calculated as if the Participant had received any step increase the Participant would have otherwise received during the first year of the collective bargaining agreement dated June 3, 1994, but for the deferral of such step increase. This salary shall also be applicable for calculating any leave payouts under the Plan due upon retirement during this period of time. [Added 2/5/96, effective 7/1/93]

(e) For any Participant who retires during the period from July 1, 1996 through June 30, 1997, Average Annual Compensation shall be calculated as if the Participant had received the first step increase, if any, the Participant would have otherwise received during Fiscal Years 1996 and 1997, but for the deferral of such step increases in those years. [Added 11/20/98, effective 7/1/96]

(f) For any Participant who retires during the period from July 1, 1997 through June 30, 1999, Average Annual Compensation shall be calculated as if the Participant had received the step increases, if any, the Participant would have otherwise been eligible to receive during the period covering fiscal years 1996 and 1997, but for the deferral of such step increases in those years. [Added 2/27/01, effective 7/1/97]

(g) For any Participant who retires during the period from July 1, 1999 through June 30, 2001, Average Annual Compensation shall be calculated as if the Participant had received all step increases, if any, the Participant would have otherwise been eligible to

receive during the period covering fiscal years 1996 and 1997, but for the deferral of such step increases in those years. [Added 7/28/00, effective 7/1/99]

(h) For any Participant who retires during the period from July 1, 2001 through June 30, 2003, Average Annual Compensation shall be calculated as if the Participant had received all step increases, if any, the Participant would have otherwise been eligible to receive during the period covering fiscal years 1996 and 1997, but for the deferral of such step increases in those years. [Added 1/23/04, effective 7/1/01]

(i) For any Participant who retires during the period from July 1, 2003 through June 30, 2005, Average Annual Compensation shall be calculated as if the Participant had received all step increases, if any, the Participant would have otherwise been eligible to receive during the period covering fiscal years 1996 and 1997, but for the deferral of such step increases in those years. [Added 1/23/04, effective 7/1/03]

(j) For purposes of calculating the pre-retirement death benefit payable to a surviving spouse for a Death in the Line of Duty benefit, Average Annual Compensation shall be calculated by assuming that any posthumously awarded promotion of the Participant applies for all years of service used in the calculation, and by assuming that a Participant with fewer than twenty-four months of service has twenty-four months, and that the compensation earned for imputed months of service equals the average of compensation earned during actual months of service. [Added 7/1/08, effective 8/14/08]

(k) For any Participant who retires during the period from July 1, 2013 through June 30, 2015, Average Annual Compensation will be calculated as if the Participant had received all step increases the Participant would otherwise have been eligible to receive during the period covering fiscal years 2010, 2011, 2012 and 2013. [Added 12/18/13, effective 7/1/13]

(1) Notwithstanding the foregoing, for any Participant who is covered by Salary Schedule S-O who retires during the period from July 1, 2013 through June 30, 2014, Average Annual Compensation will be calculated as if the Participant had received all merit step increases in fiscal years 2010, 2011, 2012 and 2013 on his or her anniversary date for the applicable merit increase that the Participant otherwise would have been eligible to receive. [Added 12/18/13, effective 7/1/13]

1.3 <u>Beneficiary</u> means any person designated by a Participant to receive death benefits or a joint and survivor pension under this Plan.

1.4 <u>Code</u> means the Internal Revenue Code of 1986, as amended and the Treasury Regulations promulgated thereunder. [Added 2/5/96, effective 7/1/96]

1.5 <u>Compensation</u> means the basic compensation actually received by an Employee for services rendered as an Employee, excluding any overtime or other premium pay, bonuses or other additional compensation, but including any differential wage payment (as defined in Section 3401(h)(2) of the Code) paid by the County to an Employee. For purposes of this Section, Compensation will not be reduced even if a Participant has agreed to a reduction in

compensation under (a) the County's deferred compensation plan under Section 457 of the Code, or (b) any statutory fringe benefit program sponsored by the County and permitted by the Code. Compensation taken into account for any purpose under this Plan may not exceed \$200,000 in any year, or such greater amount as may be specified by the Secretary of the Treasury pursuant to Section 401(a)(17) of the Code. [Amended 5/12/93, effective 5/1/93; amended 2/5/96, effective 1/1/96; amended 4/16/01, effective 10/1/00; amended 4/18/07; effective 1/1/07; amended 12/31/11, effective 1/1/07]

1.6 <u>Comprehensive Benefit</u> means a retirement benefit calculated in accordance with Section 3B of this Plan. [Added 2/5/96, effective 7/1/96]

1.7 <u>Comprehensive Participant</u> means a Participant who (A) became a Participant prior to July 1, 1996 and elected to withdraw from the State Plan pursuant to Section 2.4 or (B) became a Participant on or after July 1, 1996. [Added 2/5/96, effective 7/1/96]

1.8 <u>Continuous Service</u>. (a) For a Supplemental Participant, Continuous Service means the most recent unbroken period of employment as an Employee, including service both before and after the Effective Date of the Plan, up to the maximum number of years provided in Section 3.1. Continuous Service shall also include the service indicated for employees who are identified in the May 4, 1984, Memorandum of Understanding between Prince George's County and the Deputy Sheriff's Association of Prince George's County, as appended to this Plan Document.

For purposes of determining Continuous Service, employment shall not be deemed to be broken by any of the following:

- (i) Termination of employment followed by reemployment within 180 days of the date of termination.
- (ii) Lay-off followed by reemployment within three years of the date of lay-off.
- (iii) Approved leave without pay of not more than twelve months, or absence due to illness or disability, provided that the Employee (A) returns to the employment of the County at the end of any such period of absence, (B) is not employed during the period of any such absence unless such employment is approved by the County and (C) makes the contributions required by Section 7.1(b).
- (iv) To the extent required by Federal or State law, service in the Armed Forces of the United States immediately following service as an Employee, provided that (A) the Employee complies with all of the requirements of Federal or State law in order to be entitled to reemployment and service credit, (B) the Employee returns to employment with the County within the period provided by such law and (C) the Employee pays into the Trust Fund the contributions that would have been

made during such period by the Employee as required by Section 7.1(c), to the extent that such payment does not violate Federal or State law.

[Amended 2/5/96, effective 7/1/96]

(b) For a Comprehensive Participant, (i) Continuous Service prior to July 1, 1996, shall equal Continuous Service as otherwise calculated under subsection (a) of this definition for which the accumulated contributions of such Employee and the amount of reserve in the State Plan from contributions of the County on account of such Employee have been transferred to the Trust Fund from the State Plan and (ii) Continuous Service on and after July 1, 1996, shall be calculated under subsection (a) of this definition, provided that a Comprehensive Participant's total Continuous Service shall not exceed the maximum number of years provided in Section 3B.1. [Added 2/5/96, effective 7/1/96]

Continuous Service shall also mean the service indicated for employees who are identified in the May 8, 1996 Memorandum of Understanding between the County and the Deputy Sheriff's Association of Prince George's County, Inc. (the "1996 MOU"), as amended by the November 5, 1998 Memorandum of Understanding between the County and the Deputy Sheriff's Association of Prince George's County, Inc. (the "1998 MOU"), as amended, copies of which are appended to this Plan Document; provided that (1) with respect to the service credit provided in the 1996 MOU, contributions are transferred or redeposited as required thereby and (2) with respect to the service credit provided in the 1998 MOU, the service credit is provided at no cost to the County or the Plan. [Added 2/27/01, effective 4/30/96; amended 1/23/04, effective 7/1/01]

Continuous Service shall also mean the "up front" military service indicated for employees who are identified in the November 19, 2002 Memorandum of Understanding between the County and the Deputy Sheriff's Association of Prince George's County, Inc., a copy of which is appended to this Plan document. [Added 1/23/04, effective 7/1/03]

1.9 <u>Converted Sick Leave</u> means New Annual Leave that is converted to sick leave pursuant to Section 3B.5 of the Plan. [Added 7/28/00, effective 7/1/96]

1.10 <u>County</u> means Prince George's County, Maryland.

1.11 <u>County Personnel Law</u> means Subtitle 16 of the Prince George's County Code. [Added 7/13/92, effective 2/1/92]

1.12 <u>Death in the Line of Duty</u> means a death that occurs as a result of and arising out of or in the course of the actual performance of duty for Prince George's County, Maryland. A death shall not be considered to be a Death in the Line of Duty if: (A) the death was caused by the intentional misconduct of the decedent or by such decedent's intention to bring about such decedent's death; (B) the decedent was voluntarily intoxicated (as defined in section 1204 of the 1968 Omnibus Crime Control and Safe Streets Act) at the time of death; (C) the decedent was performing such duties in a grossly negligent manner at the time of death; or (D) the payment is to an individual whose actions were a substantial contributing factor to the death of the decedent. An eligibility determination at the death of a Participant for the benefits payable as a result of a Death in the Line of Duty shall be made by the Administrative Review Board. [Added 7/1/08, effective 8/14/08]

1.13 <u>Disability Retirement Date</u> means (a) for a Supplemental Participant, the date on which such Supplemental Participant is retired from the State Plan under Title 29 of the State Personnel and Pensions Article of the Maryland Annotated Code, or successor provision, and (b) for a Comprehensive Participant, the first day of the month coinciding with or immediately following the date of termination of a Comprehensive Participant's paid employment by the County as a result of a disability coming within the definition of disability in Section 3C.1. [Added 2/5/96, effective 7/1/96]

1.14 <u>Domestic Relations Order</u> means a court order which complies with Section 11.3. [Added 2/5/96, effective 7/1/96]

1.15 <u>Effective Date means June 30, 1985.</u>

1.16 <u>Eligible Spouse</u> means the person to whom the Participant is married on the date of the election described in Section 5.4 who will receive the lifetime survivor's benefit under the Joint and Survivor Pension. [Added 2/5/96, effective 7/1/96]

1.17 <u>Employee</u> means any person who, on or after the Effective Date, is employed full time by the County as a Deputy Sheriff, up to and including the rank of Assistant Sheriff, or as a Court Security Officer, but excluding (a) any person who is actively participating in one of the Prince George's County Plans listed on Schedule A attached to this Plan, and (b) any person who is a "Leased Employee" as defined in Section 1.18. [Amended 5/12/93, effective 5/1/93; amended 4/16/01, effective 10/1/00]

1.18 Leased Employee means any person who provides services for the County if (a) such services are provided pursuant to an agreement between the County and any other person or leasing organization, (b) such person has performed such services for the County on a substantially full-time basis for a period of at least one year, and (c) such services are of a type historically performed in the business field of the County by Employees. Except as otherwise provided in this Plan, such Leased Employees shall be considered Employees of the County for purposes of this Plan, unless the Leased Employees constitute less than 20% of the County's nonhighly compensated workforce within the meaning of Section 414(n)(5)(C)(ii) of the Code and are covered under a plan maintained by the leasing organization, which plan is a money purchase pension plan with a nonintegrated employer contribution rate of at least 10% and which provides for immediate participation and for full and immediate vesting. For purposes of this definition, a person has performed services on a substantially full-time basis if during a consecutive 12-month period the person has either (i) performed at least 1,500 hours of service for the County, or (ii) performed services for the County for a number of hours at least equal to 75% of the average number of hours that are customarily performed by an Employee of the County in the particular position. [Added 5/12/93, effective 5/1/93]

1.19 <u>New Annual Leave</u> means annual leave accumulated after January 4, 1997. [Added 7/28/00, effective 7/1/96] 1.20 <u>New Sick Leave</u> means sick leave accumulated after January 4, 1997. [Added 7/28/00, effective 7/1/96]

1.21 <u>Normal Retirement Date</u>. (a) For a Supplemental Participant, Normal Retirement Date means the first day of the month coinciding with or immediately following the later of (A) the date on which the Supplemental Participant actually separates from service as a Deputy Sheriff for Prince George's County, or (B) the date on which the Supplemental Participant (i) has completed twenty-five (25) years of Actual and Continuous Service, (ii) has attained age fifty-five (55) and completed fifteen (15) years of Actual and Continuous Service, (iii) has attained age sixty-two (62) and completed five (5) years of Actual and Continuous Service if he had not separated from service as an Employee, whichever is earliest. [Amended 7/13/92, effective 2/1/92; amended 2/5/96, effective 7/1/96]

(b) For a Comprehensive Participant with more than five (5) years of Actual and Continuous Service as of July 1, 2013, Normal Retirement Date means the first day of the month coinciding with or immediately following the latest of (i) the date on which the Comprehensive Participant actually separates from service as an Employee, (ii) the date on which the Comprehensive Participant has (A) completed twenty (20) years of service that is both Actual Service and Continuous Service, or (B) attained age fifty-five (55) and completed at least five (5) years of service that is both Actual Service or Continuous Service, whichever is earlier, or (iii) the date on which the Comprehensive Participant (A) has attained at least age 55 and completed five (5) years of service that is both Actual Service and Continuous Service, or (B) would have completed twenty (20) years of service that is both Actual Service and Continuous Service, had the Comprehensive Participant not separated from service as an Employee, whichever occurs earlier. [Added 2/5/96, effective 7/1/96; amended 1/23/04, effective 7/1/01; amended 12/18/13, effective 7/1/13]

(c) For a Comprehensive Participant with less than five (5) years of Actual and Continuous Service as of July 1, 2013, Normal Retirement Date means the first day of the month coinciding with or immediately following the latest of (i) the date on which the Comprehensive Participant actually separates from service as an Employee, (ii) the date on which the Comprehensive Participant has (A) completed twenty-five (25) years of service that is both Actual Service and Continuous Service, or (B) attained age fifty-five (55) and completed at least five (5) years of service that is both Actual Service or Continuous Service, whichever is earlier, or (iii) the date on which the Comprehensive Participant (A) has attained at least age 55 and completed five (5) years of service that is both Actual Service and Continuous Service, or (B) would have completed twenty-five (25) years of service that is both Actual Service that is both Actual Service and Continuous Service, and Continuous Service, had the Comprehensive Participant not separated from service as an Employee, whichever occurs earlier. [Added 12/18/13, effective 7/1/13]

1.22 <u>Old Annual Leave</u> means annual leave accumulated before January 5, 1997. [Added 7/28/00, effective 7/1/96]

1.23 <u>Old Sick Leave</u> means sick leave accumulated before January 5, 1997. [Added 7/28/00, effective 7/1/96]

1.24 <u>Participant</u> means any person eligible to participate and actually participating in the Plan, pursuant to Section 2.

1.25 <u>Plan</u> means the retirement plan as herein set forth and as it may be amended from time to time. The Plan may be referred to as "Prince George's County Deputy Sheriff's Pension Plan." [Amended 2/5/96, effective 7/1/96]

1.26 <u>Plan Year</u> means the calendar year. [Added 2/5/96, effective 7/1/96]

1.27 <u>Retirement Administrator</u> means the person designated as the administrator of the Plan as provided in Section 8.

1.28 <u>Service in the Armed Forces of the United States</u> means any full time active or reserve military service in the armed forces or reserve armed forces of the United States prior to a Participant's employment by the County for which the Participant can provide satisfactory proof to the Retirement Administrator. [Added 7/28/00, effective 7/1/97]

1.29 <u>State means the State of Maryland. [Added 2/5/96, effective 7/1/96]</u>

1.30 <u>State Normal Retirement Date</u> means the date on which a Supplemental Participant is eligible to receive a normal retirement benefit from the State Plan. [Added 7/13/92, effective 2/1/92; amended 2/5/96, effective 7/1/96]

1.31 <u>State Plan</u> means the Maryland State Retirement or Pension System, as the case may be, in which a Supplemental Participant also participates. [Added 7/13/92, effective 2/1/92; amended 2/5/96, effective 7/1/96]

1.32 <u>Supplemental Benefit</u> means a retirement benefit calculated in accordance with Section 3 of this Plan. [Added 2/5/96, effective 7/1/96]

1.33 <u>Supplemental Participant</u> means a Participant who does not elect to withdraw from the State Plan under Section 2.4. [Added 2/5/96, effective 7/1/96]

1.34 <u>Transferred Accrued Benefit</u> means the vested accrued benefit credited pursuant to Section 4.4 to a Participant who transfers to the Plan from one of the pension plans of the County listed on Schedule A. [Added 5/12/93, effective 5/1/93; amended 2/5/96, effective 7/1/96]

1.35 <u>Transferred Employee Contributions</u> means (i) any employee contributions that are transferred to the Plan from any pension plan of the County listed on Schedule A and deposited in the Trust Fund pursuant to Section 4.4 or 7.6 and (ii) any accumulated contributions that are transferred by the State to the Trust Fund credited to the account of a Participant pursuant to Section 31-304 of the State Personnel and Pensions Article of the Annotated Code of Maryland, or any successor provision. [Added 5/12/93, effective 5/1/93; amended 2/5/96, effective 7/1/96]

1.36 <u>Trust Agreement</u> means the Trust Agreement entered into between the County and the trustee or trustees named therein, as it may be amended from time to time, which Trust Agreement forms a part of the Plan.

1.37 <u>Trust Fund</u> means the assets held in trust by the trustees under the Trust Agreement.

1.38 <u>Trustees</u> means the person or persons who, at the particular time, constitute the Board of Trustees under Article III of the Trust Agreement.

#### Section 2 - Requirements for Participation

## 2.1 <u>Who May Participate</u>.

Every person employed by the County as an Employee on or after the Effective Date shall become a Participant in this Plan, subject to all the provisions of this Plan from time to time in effect. Only a Participant or his Beneficiary may receive benefits under this Plan.

#### 2.2 <u>Effective Date of Participation</u>.

Every Participant who was an Employee on the Effective Date of the Plan is a Participant effective on that date. Every person who becomes an Employee after the Effective Date is a Participant effective on the first day of his employment as an Employee.

#### 2.3 <u>Method of Becoming a Participant.</u>

Each Employee shall fill out, sign and file with the Retirement Administrator any and all forms or other instruments that may be required by the rule adopted from time to time by the Retirement Administrator or by the Trustees.

## 2.4 <u>Supplemental Participants; Comprehensive Participants</u>.

(a) Except as provided in subsections (b) and (c), every Participant shall be a Supplemental Participant and shall not be eligible for a Comprehensive Benefit.

(b) Every Employee who becomes a Participant on or after July 1, 1996 shall be a Comprehensive Participant and shall not be eligible for a Supplemental Benefit.

(c) (i) Each Supplemental Participant on March 8, 1996 must either (A) elect to cease participating in the State Plan and become a Comprehensive Participant or (B) elect to continue to be a Supplemental Participant. Such election must be made in the form and within the time limits established by the Retirement Administrator and is irrevocable.

(ii) An election to become a Comprehensive Participant is effective on July 1, 1996. Any Supplemental Participant who declines to cease participating in the State Plan pursuant to subsection (c)(i), forfeits the right to do so.

(iii) Upon the effective date of the election described in subsection (c)(i)(A) and the transfer of the contributions described in subsection (iv), the Comprehensive Participant will be eligible for a Comprehensive Benefit in accordance with the Plan and will no longer be eligible for any Supplemental Benefit (except for any Transferred Accrued Benefit credited to such Participant pursuant to Section 4.4).

(iv) Upon the withdrawal of a Participant from the State Plan on June 30, 1996 pursuant to an election made under subsection (c)(i)(A), the accumulated contributions of such Participant and the amount of reserve in the State Plan from contributions of the County on account of such Participant shall be transferred to the Trust Fund promptly. Upon such transfer, such amounts shall be treated as employee and employer contributions, as applicable, for all purposes under the Plan.

#### [Added 2/5/96, effective 7/1/96]

(d) (i) Each eligible Supplemental Participant on June 1, 1999 must either (A) elect to cease participating in the State Plan and become a Comprehensive Participant or (B) elect to continue to be a Supplemental Participant. Such election must be made in the form and within the time limits established by the Retirement Administrator and is irrevocable. Any Supplemental Participant who has applied for disability retirement with the State Plan or who has documented a disabling condition which may prevent them from performing the essential functions of a Deputy Sheriff is ineligible to become a Comprehensive Participant pursuant to this paragraph (d). [Added 7/28/00, effective 6/1/99]

(ii) An election to become a Comprehensive Participant is effective on July 1, 1999. Any Supplemental Participant who declines to cease participating in the State Plan pursuant to subsection (d)(i), forfeits the right to do so. [Added 7/28/00, effective 6/1/99]

(iii) Upon the effective date of the election described in subsection (d)(i)(A) and the transfer of the contributions described in subsection (iv), the Comprehensive Participant will be eligible for a Comprehensive Benefit in accordance with the Plan and will no longer be eligible for any Supplemental Benefit (except for any Transferred Accrued Benefit credited to such Participant pursuant to Section 4.4). [Added 7/28/00, effective 6/1/99]

(iv) Upon the withdrawal of a Participant from the State Plan on June 30, 1999 pursuant to an election made under subsection (d)(i)(A), the accumulated contributions of such Participant and the amount of reserve in the State Plan from contributions of the County on account of such Participant shall be transferred to the Trust Fund promptly. Upon such transfer, such amounts shall be treated as employee and employer contributions, as applicable, for all purposes under the Plan. [Added 07/28/00, effective 6/1/99]

## 2.5 <u>Elective Participation for Assistant Sheriffs</u>.

(a) Notwithstanding the foregoing provisions of this Section 2, participation shall not be mandatory for Assistant Sheriffs. An Assistant Sheriff who wishes to participate in

the Plan must elect to participate before the thirtieth calendar day after the first day of employment as an Assistant Sheriff.

(b) An election to participate in the Plan is irrevocable. Any Assistant Sheriff who does not elect to participate in the Plan within the time periods described in subsection (a) forfeits the right to participate in the Plan.

(c) Each Assistant Sheriff electing to participate in the Plan must complete, sign and file with the Retirement Administrator the form of election required by the rules adopted from time to time by the Retirement Administrator or by the Trustees.

(d) Any Employee who is employed as an Assistant Sheriff on March 8, 1996 shall be given the option to continue to participate in the Plan or to discontinue participation. Such option shall be exercised in the manner determined by the Retirement Administrator. An election made pursuant to this subsection is irrevocable. Any Assistant Sheriff who elects to discontinue participation in the Plan shall receive a lump-sum cash refund of his or her contributions made to the Trust Fund pursuant to Section 7.1, plus any Transferred Employee Contributions, with interest thereon at the rate of five percent (5%) per annum. Any such refund is in lieu of any benefits that the Assistant Sheriff or any Beneficiary would otherwise be entitled to receive under the Plan, including any Transferred Accrued Benefit.

[Added 2/5/96, effective 7/1/96]

## Section 3 - Supplemental Benefit Accrual and Amounts

The rate of Supplemental Benefit accrual and amount of the Supplemental Benefit payable under this Plan to each Supplemental Participant is determined as follows:

## 3.1 <u>Supplemental Benefit Accrual</u>.

(a) Each Supplemental Participant accrues benefits at the rate of four-tenths of one percent (0.4%) of Average Annual Compensation for each year that is both Actual Service and Continuous Service, to a maximum of twenty-five (25) years. [Amended 7/13/92, effective 7/1/92]

(b) Notwithstanding the foregoing provisions of this Section 3.1, each Supplemental Participant who is actively participating in the Plan on July 1, 1989 accrues benefits at the rate of six-tenths of one percent (0.6%) of Average Annual Compensation for each year that is both Actual Service and Continuous Service, to a maximum of twenty-five (25) years. [Added 7/13/92, effective 7/1/92]

(c) Notwithstanding the foregoing provisions of this Section 3.1, each Supplemental Participant who is actively participating in the Plan on July 1, 1992 accrues benefits at the rate of eight-tenths of one percent (0.8%) of Average Annual Compensation for each year that is both Actual Service and Continuous Service, to a maximum of twenty-five (25) years. Except as specifically provided elsewhere in this Plan, this subsection (c) shall not apply to any Supplemental Participant who separated from service with the County prior to July 1, 1992, whether by virtue of retirement or otherwise. [Added 7/13/92, effective 7/1/92]

(d) Notwithstanding the foregoing provisions of this Section 3.1, a Supplemental Participant who has at least twenty-five (25) years of service that is both Actual Service and Continuous Service will accrue additional Supplemental Benefits at the rate of one percent (1.0%) for each year of service exceeding twenty-five (25) years that is both Actual Service and Continuous Service, to a maximum of five (5) additional years. [Added 7/13/92, effective 7/1/92]

#### [Amended 2/5/96, effective 7/1/96]

(e) Notwithstanding the foregoing provisions of this Section 3.1, each Supplemental Participant who is actively participating in the Plan on January 1, 1999, accrues benefits at the rate of one percent (1.0%) of Average Annual Compensation for each year that is both Actual Service and Continuous Service, to a maximum of thirty years. [Added 2/27/01, effective 1/1/99]

(f) Notwithstanding the foregoing provisions of this Section 3.1, each Supplemental Participant who is actively participating in the Plan on or after July 1, 2001, accrues benefits at the rate of one and two-tenths percent (1.2%) of Average Annual Compensation for each year that is both Actual Service and Continuous Service, to a maximum of thirty (30) years. [Added 1/23/04, effective 7/1/01]

## 3.2 <u>Supplemental Benefit Amount</u>.

The annual Supplemental Benefit payable to a Supplemental Participant on or after his Normal Retirement Date is equal to his accrued Supplemental Benefit, calculated pursuant to Section 3.1, as of the date of his separation from service as a Deputy Sheriff for Prince George's County, plus any Transferred Accrued Benefit. [Amended 2/5/96, effective 7/1/96]

## 3.3 <u>Maximum Supplemental Benefit</u>.

(a) Pursuant to Section 3.1, the maximum Supplemental Benefit payable to any Supplemental Participant is ten percent (10%) of the Supplemental Participant's Average Annual Compensation, plus any Transferred Accrued Benefit. [Amended 7/13/92, effective 7/1/92]

(b) Notwithstanding the foregoing provisions of this Section 3.3, the maximum Supplemental Benefit payable to any Supplemental Participant who is actively participating in the Plan on July 1, 1989 is fifteen percent (15%) of the Supplemental Participant's Average Annual Compensation. [Added 7/13/92, effective 7/1/92]

(c) Notwithstanding the foregoing provisions of this Section 3.3, the maximum Supplemental Benefit payable to any Supplemental Participant who is actively participating in the Plan on July 1, 1992 is twenty percent (20%) of the Supplemental Participant's Average Annual Compensation. Except as specifically provided elsewhere in this

Plan, this subsection (c) shall not apply to any Supplemental Participant who separated from service with the County prior to July 1, 1992, whether by virtue of retirement or otherwise. [Added 7/13/92, effective 7/1/92]

(d) Notwithstanding the foregoing provisions of this Section 3.3, the maximum Supplemental Benefit payable to a Supplemental Participant described in Section 3.1(c) is twenty-five percent (25%) of the Supplemental Participant's Average Annual Compensation. [Added 7/13/92, effective 7/1/92]

[Amended 2/5/96, effective 7/1/96]

(e) Notwithstanding the foregoing provisions of this Section 3.3, the maximum Supplemental Benefit payable to a Supplemental Participant who is actively participating in the Plan on January 1, 1999 is thirty percent (30%) of the Supplemental Participant's Average Annual Compensation, plus any Transferred Accrued Benefit. [Added 2/27/01, effective 1/1/99]

(f) Notwithstanding the foregoing provisions of this Section 3.3, the maximum Supplemental Benefit payable to a Supplemental Participant who is actively participating in the Plan on or after July 1, 2001 is thirty-six percent (36%) of the Supplemental Participant's Average Annual Compensation, plus any Transferred Accrued Benefit. [Added 1/23/04, effective 7/1/01]

#### Section 3A - Additional Benefits

## 3A.1 <u>Additional Benefits for Participants Who Reach State Normal Retirement Date on</u> or before June 30, 1992.

(a) Notwithstanding any other provision of this Plan, a Participant who satisfies the criteria set forth in paragraph (b) shall be eligible to receive an additional retirement benefit as described in this Section 3A.1.

(b) A Participant who (i) will reach State Normal Retirement Date on or before June 30, 1992 and (ii) elects to retire as set forth herein shall be eligible for the additional retirement benefit described in this Section 3A.1. On and after the date on which any such Participant actually separates from service as an Employee, such Participant shall not be eligible to receive any benefits related to annual and sick leave accumulations under Section 16-221.2 of the County Personnel Law, or successor provision, in consideration of the benefit described herein, except as otherwise expressly permitted by this Section 3A.1.

(c) Each Participant who satisfies the criteria set forth in paragraph (b) shall be eligible for an additional retirement benefit in addition to the other retirement benefits payable to the Participant under this Plan. This additional benefit shall be calculated, alternatively, at the Participant's election, as either:

(i) a lump sum benefit equal to 100% of all or any portion of the sum of (A) the Participant's annual leave balance multiplied by the Participant's final base hourly rate

of pay, plus (B) 50% of the Participant's sick leave balance multiplied by the Participant's final base hourly rate of pay, multiplied by a fraction, the numerator of which is the Participant's years of Actual Service and the denominator of which shall be twenty (20), all as certified by the County, and calculated on the day before the Participant's retirement, such benefit to be payable on the first day of the first month coinciding with or immediately following the date on which the Participant actually separates from service as an Employee; or

(ii) an additional annual pension benefit, calculated by converting (A) 40 hours of annual leave to one month, or a benefit equal to .1667% of the Participant's Average Annual Compensation, and (B) 80 hours of sick leave to one month, or a benefit equal to .1667% of the Participant's Average Annual Compensation, in each case as certified by the County and calculated on the day before the Participant's retirement, such benefit to be payable monthly for the life of the Participant, beginning on the first day of the first month coinciding with or immediately following the date on which the Participant actually separates from service as an Employee.

(d) A Participant may elect to receive part or all of this additional retirement benefit as a lump sum or as an annual pension benefit by allocating annual and sick leave credits between these benefits.

(e) Notwithstanding the other provisions of this Section 3A.1, (i) a Participant who has been involuntarily separated from employment with the County for disciplinary reasons shall not be entitled to receive any benefits under this Section 3A.1 based on sick leave accumulated at the time of separation and (ii) a Participant who has been separated from employment under a separation disability action pursuant to Section 16-189 of the County Personnel Law, or any successor provision, shall not be entitled to receive any benefits under this Section 3A.1 based on sick leave accumulated at the time of separation.

(f) Notwithstanding the other provisions of this Section 3A.1, if a Participant elects to retain or transfer all or any portion of annual and sick leave balances, pursuant to Section 16-221.2(a)(1) or (2) of the County Personnel Law or any successor provision, no credits shall exist under this Plan for the retained or transferred portion and, therefore, no benefits shall be provided under this Section 3A.1 for the retained or transferred portion. However, a Participant may retain or transfer a portion of such balances under Section 16-221.2(a)(1) or (2) of the County Personnel Law and apply the remaining portion to the additional retirement benefit under this Section 3A.1.

(g) To be eligible for an additional retirement benefit under this Section 3A.1, a Participant must elect to retire and make the election described in paragraph (c) in the form required by the rules adopted from time to time by the Retirement Administrator or by the Trustees.

(h) Notwithstanding any other provision of this Plan to the contrary, the County must contribute to the Trust Fund from time to time such amounts as are actuarially determined to be required to provide the additional retirement benefit described in this Section 3A.1, including any increase in such benefit pursuant to Section 3A.2.

(i) A Participant who elects the monthly benefit described in paragraph (c)(ii) may elect to receive a Joint and Survivor Pension pursuant to Section 5.4.

(j) To the extent a Participant is entitled to a benefit under this Section 3A.1, including by virtue of the increased annual pension benefit calculated under Section 3A.2, which would exceed the maximum benefit permitted under Section 13.1, this Section 3A.1 and Section 3A.2 shall not be operative as to that part of the Participant's benefit which is based on annual and sick leave accumulations and is in excess of the limits of Section 13.1. Said Participant shall receive annual and sick leave accumulations under Section 16-221.2 of the County Personnel Law, or any successor provision, with respect to such excess amounts, and this Section 3A.1 shall be of no effect as to that portion.

(k) The benefits payable under this Section 3A.1 shall be in addition to the benefits a Participant is entitled to receive pursuant to this Plan. The limitation on benefits described in Sections 3.3 and 3B.3 shall not apply to the additional benefits payable under this Section 3A.1, including any increased annual pension benefit calculated under Section 3A.2. [Amended 2/5/96, effective 7/1/96]

(1) Notwithstanding any provision of this Plan to the contrary, any Participant who retires pursuant to this Section 3A.1, on or before July 1, 1992, as provided in Section 3A.2, shall have the supplemental retirement benefit under Section 3 calculated as if the increases in accrual rate and maximum benefit described in Section 6.06 of the collective bargaining agreement dated October 8, 1991, were effective on March 1, 1992, rather than July 1, 1992.

#### [Added 7/13/92, effective 2/1/92]

# 3A.2 <u>Retirement Incentive Program Available Between February 24, 1992 and April 8, 1992</u>.

(a) If a Participant actually retires on or before July 1, 1992, or upon the direction of the Retirement Administrator and meets the other requirements of paragraph (c), the annual pension benefit available under Section 3A.1(c)(ii), if any, shall be calculated under the special rules of this Section 3A.2, notwithstanding other Plan provisions to the contrary.

(b) Notwithstanding Section 3A.1(c)(ii), the additional annual pension benefit described in such Section shall be calculated by converting (A) 40 hours of annual leave to one month, or a benefit equal to .1667% of the Participant's Average Annual Compensation, and (B) 40 hours of sick leave to one month, or a benefit equal to .1667% of the Participant's Average Annual Compensation, in each case as certified by the County as credited to the Participant and based on accumulations through the pay period ending February 22, 1992; provided, however, that a Participant with both annual leave and sick leave balances may exchange sick leave hours under Section 3A.1(c)(ii) only to the extent that such Participant exchanges an equivalent number of annual leave hours under Section 3A.1(c)(ii) and, provided further, that if a Participant's leave balances subsequently fall below the February 22, 1992 level, actual leave balances at retirement shall be used.

(c) To be eligible for the retirement incentive program described in this Section 3A.2, a Participant must:

(i) have reached State Normal Retirement Date on or before June 30, 1992;

(ii) make a timely election to retire between February 24, 1992 and April 8, 1992, inclusive; and

(iii) actually retire on or before July 1, 1992, or upon the direction of the Retirement Administrator.

(d) Notwithstanding any provision of this Plan to the contrary, the County must contribute to the Trust Fund from time to time such amounts as are actuarially determined to be required to provide the increased amount of benefits described in this Section 3A.2.

## [Added 7/13/92, effective 2/1/92]

## 3A.3 <u>Benefits for Participants with at Least 20 Years of County Service Who are</u> Within Five Years of State Normal Retirement Date as of June 30, 1992.

(a) Notwithstanding any other provision of this Plan, a Participant who satisfies the criteria set forth in paragraph (b) shall be eligible to receive an additional retirement benefit as described in this Section 3A.3.

(b) A Participant who (i) as of June 30, 1992, has at least 20 years of County service to his credit under the State Plan for purposes of determining his eligibility for normal retirement benefits thereunder, (ii) as of June 30, 1992, is at least 55 years of age and is within five (5) years of attaining State Normal Retirement Date, (iii) has not elected to receive any form of early retirement benefit under the State Plan, (iv) elects to retire between February 24, 1992 and April 8, 1992, inclusive, in the form required by the rules adopted from time to time by the Retirement Administrator or by the Trustees, (v) meets the additional requirement of paragraph (d), and (vi) actually retires on or before July 1, 1992, or upon the direction of the Retirement Administrator, shall be eligible for the additional retirement benefit described in this Section 3A.3. On and after the first date on which a Participant meets all of these criteria, any such Participant shall not be eligible to receive any benefits related to annual and sick leave accumulations under Section 16-221.2 of the County Personnel Law, or successor provision, in consideration of the benefits described in this Section 3A.3, except as otherwise expressly permitted by this Section.

(c) A Participant who satisfies the criteria set forth in paragraph (b) shall be eligible for an additional retirement benefit in addition to the other retirement benefits payable to such Participant under this Plan. The Participant may elect the following forms of benefit:

(i) a lump sum benefit equal to 100% of all or any portion of the sum of (A) the Participant's annual leave balance multiplied by the Participant's final base hourly rate of pay, plus (B) 50% of the Participant's sick leave balance multiplied by the Participant's final

base hourly rate of pay, multiplied by a fraction, the numerator of which is the Participant's years of Actual Service and the denominator of which shall be twenty (20), all as certified by the County, and calculated on the day before his retirement, such amount to be payable on the first day of the first month coinciding with or immediately following the date on which the Participant actually separates from service as an Employee; or

(ii) an additional annual pension benefit to be calculated and payable as described in paragraphs (d) and (e).

To be eligible to receive the additional annual pension benefit described in (d) paragraph (c)(ii), a Participant must have sufficient annual and sick leave balances to his credit to purchase the number of years of service which remain between the Participant's actual retirement date and the Participant's State Normal Retirement Date. Such service shall be purchased only with annual and sick leave balances to the credit of the Participant on the basis of one week (i.e., 40 hours) of leave will purchase one month of service; provided, however, that a Participant with both annual leave and sick leave balances may use sick leave hours under this paragraph (d) only to the extent that such Participant uses an equivalent number of annual leave hours under this paragraph (d) and, provided further, that if a Participant's leave balances subsequently fall below the February 22, 1992 level, actual leave balances at retirement shall be used. The purchase of service authorized in this paragraph shall be effective only for the purpose of qualifying for the benefit described in paragraph (c)(ii) and shall have no effect upon the Participant's State Normal Retirement Date, or the Participant's eligibility for or the amount of any benefit payable under the State Plans or any other benefit payable under this Plan. If and to the extent that annual and/or sick leave balances are applied to purchase service under this paragraph, such balances cannot be used for any other purpose under this Plan, including the calculation of the additional benefits described in Sections 3A.1, 3A.2 and 3A.3(g).

(e) The additional annual pension benefit payable to a Participant under paragraph (c)(ii) who purchases the necessary service as described in paragraph (d) shall equal the normal retirement benefit that will be payable to the Participant under the State Plan when the Participant reaches State Normal Retirement Date. Such additional annual pension benefit available under this Section 3A.3 shall be paid monthly beginning on the first day of the first month coinciding with or immediately following the date on which the Participant actually separates from service as an Employee and will cease to be payable when the Participant attains State Normal Retirement Date. A Participant cannot elect to receive this benefit in the form of a Joint and Survivor Pension.

(f) In determining the amount of benefit payable to a Participant under this Section 3A.3 and a Participant's State Normal Retirement Date, the Retirement Administrator and the Trustees may require that the Participant provide any certifications by the State Plan regarding a Participant's State Normal Retirement Date and normal retirement benefit payable under the State Plan that the Retirement Administrator and the Trustees deem necessary or desirable.

(g) If a Participant has sick and annual leave balances remaining to his credit after he has purchased the service necessary to qualify for the additional retirement benefit

described in Section 3A.3(c)(ii), such Participant shall be eligible for an additional retirement benefit in addition to the other retirement benefits payable to the Participant under this Plan. On and after the date on which any such Participant actually separates from service as an Employee, such Participant shall not be eligible to receive any benefits related to annual and sick leave accumulations under Section 16-221.2 of the County Personnel Law, or successor provision, in consideration of the benefit described in this Section 3A.3(g), except as otherwise expressly permitted by this Section 3A.3. This additional benefit shall be calculated, alternatively, at the Participant's election, as either:

(i) a lump sum benefit equal to 100% of all or any portion of the sum of (A) the Participant's annual leave balance multiplied by the Participant's final base hourly rate of pay, plus (B) 50% of the Participant's sick leave balance multiplied by the Participant's final base hourly rate of pay, multiplied by a fraction, the numerator of which is the Participant's years of Actual Service and the denominator of which shall be twenty (20), all as certified by the County, and calculated on the day before the Participant's retirement, such benefit to be payable on the first day of the first month coinciding with or immediately following the date on which the Participant actually separates from service as an Employee; or

(ii) an additional annual pension benefit, calculated by converting (A) 40 hours of annual leave to one month, or a benefit equal to .1667% of the Participant's Average Annual Compensation, and (B) 40 hours of sick leave to one month, or a benefit equal to .1667% of the Participant's Average Annual Compensation, in each case as certified by the County and calculated on the day before the Participant's retirement, based on accumulations through the pay period ending February 22, 1992; provided, however, that a Participant with both annual leave and sick leave balances may exchange sick leave hours under this paragraph (g)(ii) only to the extent that such Participant exchanges an equivalent number of annual leave hours under this paragraph (g)(ii) and, provided further, that if a Participant's leave balances subsequently fall below the February 22, 1992 level, actual leave balances at retirement shall be used. Such benefit shall be payable monthly for the life of the Participant, beginning on the first day of the first month coinciding with or immediately following the date on which the Participant actually separates from service as an Employee.

(h) Notwithstanding the other provisions of this Section 3A.3, a Participant who has been involuntarily separated from employment with the County for disciplinary reasons or under a separation disability is not entitled to any benefits under this Section 3A.3.

(i) Notwithstanding any other provision of this Plan to the contrary, the County must contribute to the Trust Fund from time to time such amounts as are actuarially determined to be required to provide the benefits described in this Section 3A.3.

(j) To the extent a Participant is entitled to any additional retirement benefits under this Section 3A.3 which would exceed the maximum benefit permitted under Section 13.1, this Section 3A.3 shall not be operative as to that part of the Participant's benefit which is based on annual and sick leave accumulations and is in excess of the limits of Section 13.1. Said Participant shall receive annual and sick leave accumulations under Section 16-221.2 of the County Personnel Law, or any successor provision, with respect to such excess amounts, and this Section 3A.3 shall be of no effect as to that portion.

(k) Notwithstanding the other provisions of this Section 3A.3, if a Participant elects to retain or transfer all or any portion of annual and sick leave balances, pursuant to Section 16-221.2(a)(1) or (2) of the County Personnel Law or any successor provision, no credits shall exist under this Plan for the retained or transferred portion and, therefore, no credit or benefits shall be provided under this Section 3A.3 for the retained or transferred portion. However, a Participant may retain or transfer a portion of such balances under Section 16-221.2(a)(1) or (2) of the County Personnel Law and apply the remaining portion under this Section 3A.3.

(1) The benefits payable under this Section 3A.3 shall be in addition to the benefits a Participant is entitled to receive pursuant to Section 3.2. The limitation on benefits described in Section 3.3 shall not apply to the additional benefits payable under this Section 3A.3.

(m) Notwithstanding any provision of this Plan to the contrary, any Participant who retires pursuant to this Section 3A.3, shall have the supplemental retirement benefit under Section 3 calculated as if the increases in accrual rate and maximum benefit described in Section 6.06 of the collective bargaining agreement dated October 8, 1991, were effective on March 1, 1992, rather than July 1, 1992.

(n) (i) Upon the death of a Participant receiving benefits described in paragraph (c)(ii), there shall be payable to the Beneficiary of the Participant a death benefit, calculated as described in paragraph (n)(ii), representing the hours of annual leave and sick leave the Participant had used to purchase the number of years of service remaining between the date of the Participant's death and the Participant's State Normal Retirement Date.

(ii) The death benefit shall be a lump sum benefit equal to (A) the number of annual leave hours used as described in paragraph (n)(i) multiplied by the Participant's final base hourly rate of pay, plus (B) 50% of the sick leave hours used as described in paragraph (n)(i) multiplied by the Participant's final base hourly rate of pay, multiplied by a fraction, the numerator of which is the Participant's years of Actual Service and the denominator of which shall be twenty (20).

(iii) For purposes of determining the number of annual leave hours and sick leave hours used to purchase the years of service remaining between the date of the Participant's death and the Participant's State Normal Retirement Date, the Participant shall be deemed to have used annual leave hours and sick leave hours to purchase each such year of service, or fraction thereof, in each case in an amount equal to the total number of such annual leave hours used to purchase years of service as described in paragraph (d), divided by the total number of years of service purchased under paragraph (d).

(iv) This death benefit shall be in addition to the death benefit, if any, a Beneficiary may be entitled to receive under Section 6.

[Added 7/13/92, effective 2/1/92; renumbered 2/5/96, effective 7/1/96]

## Section 3B - Comprehensive Benefit Accrual and Amounts

The rate of Comprehensive Benefit accrual and amount of the Comprehensive Benefit payable under this Plan to each Comprehensive Participant is determined as follows:

## 3B.1 Comprehensive Benefit Accrual.

(a) Each Comprehensive Participant accrues benefits at the rate of two percent (2%) of Average Annual Compensation for each year that is both Actual Service and Continuous Service as a Deputy Sheriff, up to a maximum of twenty-five (25) years. [Added 2/5/96, effective 7/1/96; amended 4/16/01, effective 10/1/00]

(b) A Comprehensive Participant who has at least twenty-five (25) years of service that is both Actual Service and Continuous Service as a Deputy Sheriff will accrue additional Comprehensive Benefits at the rate of two and two-tenths percent (2.2%) for each year of service exceeding twenty-five (25) years that is both Actual Service and Continuous Service as a Deputy Sheriff, to a maximum of five (5) additional years. [Added 2/5/96, effective 7/1/96; amended 4/16/01, effective 10/1/00]

(c) Notwithstanding the foregoing provisions of this Section 3B.1, each Comprehensive Participant who is actively participating in the Plan on or after January 1, 1999, accrues benefits at the rate of two and two-tenths percent (2.2%) of Average Annual Compensation for each year that is both Actual Service and Continuous Service as a Deputy Sheriff, to a maximum of thirty (30) years. [Added 2/27/01, effective 1/1/99; amended 4/16/01, effective 10/1/00]

(d) (i) A Comprehensive Participant who otherwise qualifies for retirement under Section 1.21(b), but has not yet separated from service as an Employee, may elect in writing prior to the date he separates from service as an Employee to purchase up to twenty-four months of Service in the Armed Forces of the United States not included in Actual Service under any other provision of the Plan, if he makes the payments into the Trust Fund provided for in this Section. [Added 7/28/00, effective 7/1/97]

(ii) For each month of military service which the Comprehensive Participant wishes to purchase, the Comprehensive Participant must agree to pay into the Trust Fund an amount that will reimburse the Plan for all costs associated with the additional Comprehensive Benefits related to such service. The Retirement Administrator will establish and advise each Comprehensive Participant making the election provided for in this Section of the dollar amount which such Comprehensive Participant must pay in order to purchase such service at no cost to the Plan. [Added 7/28/00, effective 7/1/97]

(iii) A Comprehensive Participant electing to purchase military service pursuant to this Section must pay such amount into the Trust Fund within thirty days of his election to purchase such service or under an extended payment plan approved by the Retirement Administrator. A Comprehensive Participant who has elected to make such payment over time may elect at any time to make no further payments, and will receive service credit described in paragraph (iv) below for all months of military service that have been fully paid for. Such Comprehensive Participant may not thereafter resume such payments or otherwise elect to purchase additional military service under this Section. [Added 7/28/00, effective 7/1/97]

(iv) Upon payment in full of all amounts required by this Section, the Comprehensive Participant shall receive service credit for the number of months of military service purchased, which service credit will be treated as Actual Service and Continuous Service solely for purposes of calculating the Comprehensive Participant's accrued benefit under this Section. [Added 7/28/00, effective 7/1/97]

(v) Upon retirement at Normal Retirement Date, if a Comprehensive Participant has accrued service credit in excess of the maximum specified in Section 3B.3 and has previously purchased military service under this Section, such Comprehensive Participant shall receive a refund of the payments made for any such excess military service, with interest thereon at a rate of five percent (5%) per annum. [Added 7/28/00, effective 7/1/97]

(e) Each Comprehensive Participant accrues benefits at the rate of one and nine-tenths percent (1.9%) of Average Annual Compensation for each year that is both Actual Service and Continuous Service as a Court Security Officer, up to a maximum of thirty (30) years. [Added 4/16/01, effective 10/1/00]

(f) Notwithstanding the foregoing provisions of this Section 3B.1, each Comprehensive Participant who is actively participating in the Plan on or after July 1, 2001, accrues benefits at the rate of two and five-tenths percent (2.5%) of Average Annual Compensation for each year that is both Actual Service and Continuous Service as a Deputy Sheriff, to a maximum of thirty (30) years. [Added 1/23/04, effective 7/1/01]

(g) Notwithstanding the foregoing provisions of this Section 3B.1, each Comprehensive Participant who is actively participating in the Plan on or after July 1, 2003, accrues benefits as follows: (i) at the rate of three percent (3.0%) of Average Annual Compensation for each year that is both Actual Service and Continuous Service as a Deputy Sheriff, to a maximum of twenty (20) years, and (ii) if the Comprehensive Participant has at least twenty (20) years of service that is both Actual Service and Continuous Service as a Deputy Sheriff, additional benefits at the rate of two and five-tenths percent (2.50%) of Average Annual Compensation for each year of service exceeding twenty (20) years that is both Actual Service and Continuous Service as a Deputy Sheriff, additional benefits at the rate of two and five-tenths percent (2.50%) of Average Annual Compensation for each year of service exceeding twenty (20) years that is both Actual Service and Continuous Service as a Deputy Sheriff, to a maximum of ten (10) additional years. [Added 1/23/04, effective 7/1/03]

(h) Notwithstanding the foregoing provisions of this Section 3B.1, each Comprehensive Participant who has less than five (5) years of Actual and Continuous Service as of July 1, 2013, accrues benefits as follows: (i) at the rate of three percent (3%) of Average Annual Compensation for each year that is both Actual Service and Continuous Service as a Deputy Sheriff, to a maximum of twenty (20) years and (ii) at the rate of two and five-tenths percent (2.5%) of Average Annual Compensation for each year that is both Actual Service and Continuous Service and Five-tenths percent (2.5%) of Average Annual Compensation for each year that is both Actual Service and S

Continuous Service as a Deputy Sheriff, to a maximum of ten (10) additional years. [Added 12/18/13, effective 7/1/13]

## 3B.2 <u>Comprehensive Benefit Amount.</u>

The annual Comprehensive Benefit payable to a Comprehensive Participant on or after his Normal Retirement Date is equal to his accrued Comprehensive Benefit, calculated pursuant to Section 3B.1, as of the date of his separation from service as an Employee, plus any Transferred Accrued Benefit. [Added 2/5/96, effective 7/1/96; amended 4/16/01; effective 10/1/00]

## 3B.3 Maximum Comprehensive Benefit.

(a) Pursuant to Section 3B.1, the maximum Comprehensive Benefit payable to any Comprehensive Participant whose Actual and Continuous Service consists solely of Deputy Sheriff service is sixty-one percent (61%) of the Comprehensive Participant's Average Annual Compensation, plus any Transferred Accrued Benefit. [Added 2/5/96, effective 7/1/96; amended 2/27/01, effective 1/1/99; amended 4/16/01, effective 10/1/00]

(b) Notwithstanding the foregoing provisions of this Section 3B.3, the maximum Comprehensive Benefit payable to a Comprehensive Participant who is actively participating in the Plan on and after January 1, 1999 and whose Actual and Continuous Service consists solely of Deputy Sheriff service is sixty-six percent (66%) of the Comprehensive Participant's Average Annual Compensation, plus any Transferred Accrued Benefit. [Added 2/27/01, effective 1/1/99; amended 4/16/01, effective 10/1/00]

(c) Pursuant to Section 3B.1, the maximum Comprehensive Benefit payable to any Comprehensive Participant whose Actual and Continuous Service consists solely of Court Security Officer service is fifty-seven percent (57%) of the Comprehensive Participant's Average Annual Compensation, plus any Transferred Accrued Benefit. [Added 4/16/01, effective 10/1/00]

(d) Pursuant to Section 3B.1, the maximum Comprehensive Benefit payable to any Comprehensive Participant whose Actual and Continuous Service whose Actual and Continuous Service consists of both Deputy Sheriff service and Court Security Officer service is sixty-six percent (66%) of the Comprehensive Participant's Average Annual Compensation, plus any Transferred Accrued Benefit. [Added 4/16/01, effective 10/1/00]

(e) Notwithstanding the foregoing provisions of this Section 3B.3, the maximum Comprehensive Benefit payable to a Comprehensive Participant who is actively participating in the Plan on or after July 1, 2001 and whose Actual and Continuous Service consists solely of Deputy Sheriff service is seventy-five percent (75%) of the Comprehensive Participant's Average Annual Compensation, plus any Transferred Accrued Benefit. [Added 1/23/04, effective 7/1/01]

(f) Notwithstanding the foregoing provisions of this Section 3B.3, the maximum Comprehensive Benefit payable to a Comprehensive Participant who is actively

participating in the Plan on or after July 1, 2001 and whose Actual and Continuous Service consists of both Deputy Sheriff service and Court Security Officer service is seventy-five percent (75%) of the Comprehensive Participant's Average Annual Compensation, plus any Transferred Accrued Benefit. [Added 1/23/04, effective 7/1/01]

(g) Notwithstanding the foregoing provisions of this Section 3B.3, the maximum Comprehensive Benefit payable to a Comprehensive Participant who is actively participating in the Plan on or after July 1, 2003 and whose Actual and Continuous Service consists solely of Deputy Sheriff service is eighty-five percent (85%) of the Comprehensive Participant's Average Annual Compensation, plus any Transferred Accrued Benefit. [Added 1/23/04, effective 7/1/03]

(h) Notwithstanding the foregoing provisions of this Section 3B.3, the maximum Comprehensive Benefit payable to a Comprehensive Participant who is actively participating in the Plan on or after July 1, 2003 and whose Actual and Continuous Service consists of both Deputy Sheriff service and Court Security Officer service is eighty-five percent (85%) of the Comprehensive Participant's Average Annual Compensation, plus any Transferred Accrued Benefit. [Added 1/23/04, effective 7/1/03]

(i) Notwithstanding the foregoing provisions of this Section 3B.3, in the case of a Participant hired prior to January 4, 1995 and who has reached thirty (30) years of Actual and Continuous Service as of December 31, 2013 (or such earlier date should the employee retire prior to December 31, 2013), such Participant will not be subject to the 85% maximum benefit limit but rather will be frozen at the benefit amount that the Participant would have been entitled utilizing applicable leave balances had the Participant retired on December 31, 2013 (or such earlier date should the Participant retire prior to December 31, 2013). [Added 12/18/13, effective 7/1/13]

## 3B.4 Cost-of-Living Adjustment.

(a) In January of each year, beginning in January, 1998, two-thirds (2/3) of the total investment return on the Trust Fund (on a market value basis excluding any investment expenses incurred but including realized and unrealized capital gains and losses, as well as interest and dividends) in excess of the interest assumption for the previous Plan Year will be transferred to a "post-retirement increase fund." Such fund shall be contained within the Trust Fund and shall not require the addition of a separate entity.

(b) On January 31 of each year, beginning on January 31, 1998, every retiree and every Eligible Spouse, who is then receiving a benefit under this Section 3B will receive a permanent increase in his or her retirement benefit as calculated in paragraph (c).

(c) The permanent increase will be determined by actuarially calculating the lifetime benefit that can be provided each such eligible retiree and Eligible Spouse from the post-retirement increase fund, determined pursuant to paragraph (a), provided:

(1) Each such eligible retiree and Eligible Spouse will receive an identical dollar amount increase.

(2) The maximum increase provided shall not exceed \$125.00 per month. [Amended 7/28/00, effective 1/1/00]

(3) No increase shall be provided if the amount in the post-retirement increase fund is not sufficient to provide at least a \$10.00 per month benefit increase.

(d) Any amount in the "post-retirement increase fund" described in paragraph (a) in excess of the amount necessary to fund the maximum permanent retirement increase described in paragraph (c)(2) or less than an amount necessary to provide the minimum benefit described in paragraph (c)(3) will be transferred (returned) to the general pension fund assets.

(e) The phrase "actuarially calculating the lifetime benefit" in subparagraph (c)(3), above, means that the Plan's actuary will include an assumption that the pool of assets that has been determined to be available for cost-of-living purposes, if any, will earn interest at the same rate of return that is assumed for the Trust Fund itself. Also, any negative performance of the Trust Fund (the percentage by which actual returns fall short of the interest assumption) will be carried forward to successive calculations under this procedure until totally absorbed by future positive earnings.

[Added 2/5/96, effective 7/1/96]

(f) In fiscal year 2008 and again in fiscal year 2009, each retiree and Eligible Spouse receiving benefits under Section 3B will be provided with a bonus check of four hindered twenty dollars (\$420.00). [Added 12/16/08, effective 7/1/07]

## 3B.5 Use of Accumulated Leave for Service Credit.

(a) Any Comprehensive Participant who retires on or after July 1, 1996, and has attained Normal Retirement Date shall also be entitled to the benefits provided in this Section. Such Comprehensive Participants shall not have the benefits related to sick and annual leave accumulations under the County Personnel Law in consideration of the benefits provided under this Section. Service credit under this Section shall be calculated as of the date such Comprehensive Participant separates from service as an Employee using the Comprehensive Participant's leave balances as of that date, determined pursuant to this Section and certified by the County. [Amended 1/23/04, effective 7/1/01]

(b) (i) Comprehensive Participants who satisfy the criteria set forth in this Section shall have a benefit in addition to that provided to Comprehensive Participants under the other provisions of this Plan. This additional benefit, in general, shall be calculated as an increase to the monthly benefit otherwise provided under the Plan and shall be calculated by converting one week (i.e., 40 hours) of annual leave to one month of service credit and two weeks (i.e., 80 hours) of sick leave to one month of service credit, and added to Actual Service and Continuous Service calculated under other Plan provisions.

(ii) (A) Old Annual Leave may be accumulated without limit and may be converted to service credit pursuant to paragraph (b)(i).

(B) New Annual Leave accumulated up to 360 hours may be converted to service credit pursuant to paragraph (b)(i). New Annual Leave that is accumulated in excess of 360 hours automatically converts to sick leave credit at the end of the leave year.

(C) Converted Sick Leave can be used to purchase service credit at the rate of 40 hours for one month of service credit; provided that the combined total of Old Annual Leave and New Annual Leave is less than 1,040 hours. In such case, the number of Converted Sick Leave hours permitted to be used at the rate of 40 hours for one month of service credit may not exceed the number necessary to bring the combined total of Old Annual Leave, New Annual Leave and Converted Sick Leave up to a maximum of 1,040 hours. Otherwise, Converted Sick Leave may be converted to service credit at the rate of 80 hours to one month of service credit.

(D) Old Sick Leave may be accumulated without limit and converted to service credit pursuant to paragraph (b)(i).

(E) New Sick Leave may be accumulated without limit and converted to service credit pursuant to paragraph (b)(i).

(F) New Annual Leave and Converted Sick Leave, when added, may not be accumulated in excess of 1,040 hours. [Amended 1/23/04, effective 7/1/01]

(c) In lieu of the monthly benefits described in paragraph (b):

(i) any portion of Old Sick Leave may be converted from the monthly benefit to a cash lump sum benefit under the Plan at the rate of 2.5% for each year of service multiplied by the Comprehensive Participant's base hourly rate of pay at the date of separation of employment, provided said rate does not exceed \$37.6062. Notwithstanding the preceding sentence, Comprehensive Participants with less than 20 years of Actual Service who terminate employment due to death or disability shall have the monthly benefit related to Old Sick Leave converted to a cash lump sum benefit under the Plan at the rate of 50% rather than the rate of 2.5% for each year of service. [Amended 1/23/04, effective 7/1/01; amended 1/23/04, effective 7/1/03]

(ii) a Comprehensive Participant terminating employment as a result of death shall have New Sick Leave converted to and paid as a cash lump sum benefit under the Plan at the rate of 50%.

(iii) a portion of annual leave accumulated as of separation from employment and after Normal Retirement Date may be converted from the monthly benefit and paid as a cash lump sum benefit under the Plan at 100% of the Comprehensive Participant's base rate of pay at date of separation of employment, provided that the cash lump sum benefit shall not exceed an amount calculated using the greater of Old Annual Leave or 360 hours.

(d) Notwithstanding the foregoing provisions of this Section, a Comprehensive Participant who has been involuntarily separated from employment with the

County for disciplinary reasons is not entitled to any benefits under this Section for sick leave accumulated at the time of separation.

(e) Accumulated annual and sick leave will be credited pursuant to this Section, even if such credit would cause a Comprehensive Participant to accrue more than the maximum number of years of Actual and Continuous Service described in Section 3B.1. Notwithstanding the foregoing, (i) effective July 1, 2005, for employees hired after January 4, 1995, any additional retirement benefits related to annual leave credited pursuant to this Section 3B.5, when added to any benefits accrued under Section 3B.1, cannot exceed the maximum benefit allowed under Section 3B.3 of the Plan and (ii) effective July 1, 2007, for employees hired after January 4, 1995, any additional retirement benefits related to annual and sick leave credited pursuant to this Section 3B.5, when added to any benefits accrued under Section 3B.1, cannot exceed the maximum benefit allowed under Section 3B.5, when added to any benefits accrued under Section 3B.1, cannot exceed the maximum benefit allowed under Section 3B.5, when added to any benefits accrued under Section 3B.1, cannot exceed the maximum benefit allowed under Section 3B.3 of the Plan. [Amended 1/23/04, effective 7/1/01; amended 4/18/07, effective 7/1/05; amended 12/16/08, effective 7/1/07]

(f) Service credited pursuant to this Section cannot be used for qualifying for vesting under Section 4.1 or for purposes of determining a Comprehensive Participant's Normal Retirement Date. Service credited pursuant to this Section shall only be used to calculate a Comprehensive Participant's accrued benefit under Section 3B.1.

(g) If a Comprehensive Participant elects to retain or transfer all or any portion of accumulated annual or sick leave pursuant to Section 16-221.2 of the County Personnel Code or any successor provision, no credit shall be given under this Section for the retained or transferred portion. Any accumulated annual and sick leave not credited pursuant to this Section shall be liquidated as provided in Section 16-221.2 of the County Personnel Law or any successor provision.

(h) To the extent a Comprehensive Participant is entitled to a Comprehensive Benefit relating to service credited pursuant to this Section, which would cause such Comprehensive Participant's total benefits to exceed the maximum benefit permitted under Section 13.1, this Section shall not be operative as to that part of the Comprehensive Participant's benefit which is based on accumulated annual and sick leave credited pursuant to this Section and is in excess of the limits of Section 13.1. Such Comprehensive Participant shall receive accumulated annual and sick leave with respect to such excess amounts, under Section 16-221.2 of the County Personnel Law, or any successor provision.

[Added 2/5/96, effective 7/1/96; amended 7/28/00, effective 7/1/96].

## 3B.6 <u>Retirement Benefits for Comprehensive Participants Who Retire On or After July</u> 1, 2001 and Who Receive a Service-Connected Disability Benefit.

(a) The retirement benefit payable monthly upon retirement at or after Normal Retirement Date to a Comprehensive Participant who retires on or after July 1, 2001 and who receives a service-connected disability benefit pursuant to Section 3C.1(c)(1), shall be an amount equal to (1) the monthly retirement benefit calculated pursuant to Section 3B.1, minus (2) the

monthly service-connected disability benefit calculated pursuant to Section 3C.1(c)(1) reduced pursuant to Section 3C.1(d).

(b) This Section shall become effective only if the Internal Revenue Service subsequently determines or rules that the monthly retirement benefit payments provided pursuant to Section 3C.1(c)(1) continue to be excludable from gross income for purposes of federal income taxation. If such a determination or ruling is not issued by the Internal Revenue Service upon the request of the County, this Section shall be null and void.

[Added 1/23/04, effective 7/1/01]

## Section 3C - Disability Retirement Benefits

## 3C.1 Retirement at Comprehensive Participant's Disability Retirement Date.

(a) Definition of Disability.

A Comprehensive Participant shall be retired on a Disability Retirement Date if he meets all of the following conditions:

(1) The Comprehensive Participant is so disabled, mentally or physically, that he is unable to fill any position then available to him as a Deputy Sheriff, if he was serving as a Deputy Sheriff, or as a Court Security Officer, if he was serving as a Court Security Officer. [Amended 4/16/01, effective 10/1/00; amended 1/23/04, effective 7/1/01]

(2) His disability is likely to be of long duration.

(3) His disability has not resulted from service in the armed forces of any country for which he receives a military pension, was not caused or connected with chronic alcoholism or addiction to narcotics or use of drugs prohibited by law, or resulted from his engaging in a criminal act or an effort to bring about the injury of himself or any other person.

(b) Determination of Disability.

(1) All determinations of disability shall be made by the Disability Review Board, which shall be composed of the Director of Finance or his designee, the Personnel Officer or his designee, the Chief Administrative Officer or his designee, the President of the Deputy Sheriff's Association or his designee, and the Sheriff or his designee, in accordance with the rules of procedure of the Disability Review Board as shall be adopted by the Disability Review Board and be in effect from time to time. [Amended 10/23/96, effective 7/1/96]

A disability determination shall commence upon written application of a Comprehensive Participant, the Retirement Administrator, or the appointing authority, filed with the Medical Advisory Board. The Medical Advisory Board shall be composed of nine (9) physicians selected by the County Executive, and there shall be one (1) position from each of the following specialists: Cardiologist, Psychiatrist, Neurosurgeon, Orthopedist, Physiatrist,

Radiologist and two physicians from the specialty of general medicine. In addition, the President of the Deputy Sheriff's Association or his designee, shall serve as a non-voting member of the Medical Advisory Board in cases involving Comprehensive Participants who are represented for purposes of collective bargaining by the Deputy Sheriff's Association. The Medical Advisory Board shall conduct such inquiry as it deems necessary and proper under the circumstances, including a medical examination of the Comprehensive Participant by one or more members of the Medical Advisory Board, or by a physician or physicians selected for that purpose by the Medical Advisory Board, as the Medical Advisory Board deems necessary in order to give the Disability Review Board a written opinion with regard to the nature, cause, degree of permanence and effect of the alleged disability. The preliminary determination of the Disability Review Board shall be communicated to the Comprehensive Participant. If the Comprehensive Participant disagrees with the preliminary determination of the Disability Review Board, he may request a formal hearing which shall be held before the Disability Review Board or a hearing examiner appointed by the Disability Review Board. Following this formal hearing, the Disability Review Board will render a final determination. If no formal hearing is requested, the preliminary determination shall become final.

(2) At the formal hearing, if so requested, the Comprehensive Participant whose disability is being determined shall be given the opportunity to examine any evidence presented to or otherwise obtained by, the Disability Review Board in connection therewith, to comment on such evidence, and to introduce further evidence with respect thereto.

(3) A disability determination shall include, in all cases where the Disability Review Board finds that a Comprehensive Participant is disabled within the definition of disability in Section 3C.1(a)(1), a determination by the Disability Review Board whether said disability was or was not caused by an injury or sickness suffered as a result of his performance of his duties as an Employee. Such determination shall be based on all of the evidence presented to the Disability Review Board, or otherwise obtained by it, in connection with its determination of disability.

In determining whether an injury or illness is service-connected, the Participant must show that the injury or illness was directly and substantially caused by an employment related accident, occurrence or condition. A pre-existing physical or mental condition found in the Participant which is aggravated by an employment related accident, occurrence or condition and renders the Participant disabled, does not give rise to a service-connected disability. [Added 4/10/01, effective 5/25/01]

For purposes of determining eligibility for service connected disability retirement benefits, any condition or impairment of health caused by heart disease or hypertension resulting in total or partial disability shall be presumed to be a service connected disability and to have been suffered in the line of duty and as a result of his/her employment. It is the intention of this paragraph that any Comprehensive Employee who suffers from a condition or impairment of health caused by heart disease or hypertension receive service connected disability benefits unless evidence is produced which shall demonstrate to a reasonable degree of medical certainty that the Comprehensive Participant's impairment of health or disability is not related to his/her employment. [Added 1/23/04, effective 7/1/01]

(c) Amount of Disability Retirement Benefit for Comprehensive Participants.

The retirement benefit payable monthly upon retirement at a Disability Retirement Date to a Comprehensive Participant shall be determined as follows:

(1) Service-Connected Disability.

The retirement benefit payable monthly upon retirement to a Comprehensive Participant who retires due to a disability caused by an injury or sickness as a result of his performance of his duties as a Deputy Sheriff or a Court Security Officer, as applicable, shall be a monthly benefit equal to one-twelfth (1/12) of (A) for the first year of disability retirement, seventy percent (70%) of his Average Annual Compensation, and (B) thereafter, sixty percent (60%) of his Average Annual Compensation, in each case reduced as described in subsection (d). Such benefit shall be payable whether or not this Disability Retirement Date occurs prior to or after his Normal Retirement Date. [Amended 7/28/00, effective 7/1/99; amended 4/16/01, effective 10/1/00; amended 1/23/04, effective 7/1/01]

(2) Non-Service-Connected Disability.

If a Comprehensive Participant's disability was not caused by an injury or sickness suffered as a result of his performance of his duties as a Deputy Sheriff or a Court Security Officer, as applicable, he shall be entitled to a monthly benefit only if he has completed at least five (5) years of service that is both Actual Service and Continuous Service. If so, the Comprehensive Participant's monthly benefit shall be one-twelfth of the greater of (i) thirty percent (30%) of his Average Annual Compensation or (ii) his Comprehensive Benefit calculated pursuant to Section 3B.1, in each case reduced as described in subsection (d). [Amended 4/16/01, effective 10/1/00; amended 1/23/04, effective 7/1/01]

(d) Reduction of Disability Benefits. The monthly disability retirement benefit shall, in each case, be reduced by the sum of the following:

(1) One-half of any monthly Primary Insurance Amount payable to the Comprehensive Participant under the federal Social Security Act as a result of his disability when the same first becomes payable and without regard to any subsequent increases; and

(2) The monthly rate of any other disability benefits to which the Comprehensive Participant may become entitled by law, including Workers' Compensation periodic payments or lump-sum payments in lieu of periodic payments.

(e) Continued Evaluation of Disabled Comprehensive Participants.

A Comprehensive Participant who is receiving disability benefits under this Section 3C.1, must certify to the Retirement Administrator annually, on forms provided by the Retirement Administrator, that the Comprehensive Participant is not performing services substantially similar to the duties he performed as a Deputy Sheriff or a Court Security Officer, as applicable. The annual completion of this form is a prerequisite to a Comprehensive Participant's continued entitlement to such disability benefits.

If the Comprehensive Participant is providing any compensated services to the Deputy Sheriff's Department of Prince George's County as a Deputy Sheriff or as a Court Security Officer, as applicable, benefits paid under this Plan shall permanently cease during such period of employment. Benefits shall commence again only if such employment ceases, and the Comprehensive Participant provides the certification described in the immediately preceding paragraph. Benefits that do commence again shall not be adjusted for benefits suspended, but shall be in the same amount as before the suspension. If the Comprehensive Participant is performing services substantially similar to the duties he performed as a Deputy Sheriff or a Court Security Officer, as applicable, the Retirement Administrator will require the Comprehensive Participant to re-establish his disabled status before the Medical Advisory Board and the Disability Review Board. Regardless of the above paragraph, the Retirement Administrator may require the Comprehensive Participant to re-establish his disabled status before the Medical Advisory Board and the Disability Review Board at any time. The Medical Advisory Board shall conduct such inquiry as it deems necessary and proper in the circumstances in order to determine whether the Comprehensive Participant is not disabled as provided in Section 3C.1(a), which inquiry may include a medical examination of the Comprehensive Participant by one or more members of the Medical Advisory Board, or by a physician or physicians selected for that purpose by the Medical Advisory Board. The Medical Advisory Board shall report on its findings to the Disability Review Board. If the Medical Advisory Board determines that the Comprehensive Participant is not disabled as provided in Section 3C.1(a), the Disability Review Board shall hold a hearing and if the Disability Review Board determines that the Comprehensive Participant is not disabled as provided in Section 3C.1(a), no further disability benefits shall be paid to or on account of the Comprehensive Participant under Section 3C.1, unless he again becomes retired on a Disability Retirement Date after returning to the employ of the County as a Deputy Sheriff or a Court Security Officer, as applicable.

[Added 2/5/96, effective 7/1/96; amended 4/16/01, effective 10/1/00; amended 1/23/04, effective 7/01/01]

- 3C.2 <u>Retirement at Supplemental Participant's Disability Retirement Date</u>.
  - (a) Definition of Disability.

A Supplemental Participant shall be retired on a Disability Retirement Date if he has been awarded disability retirement benefits under Title 29 of the State Personnel and Pension Article of the Annotated Code of Maryland, or successor provision.

(b) Amount of Disability Retirement Benefits for Supplemental Participants.

The retirement benefit payable monthly upon retirement at a Disability Retirement Date to a Supplemental Participant shall equal the accrued Supplemental Benefit of such Supplemental Participant, calculated pursuant to Section 3.1, as of the Disability Retirement Date.

(c) Reduction of Disability Benefits. The monthly disability retirement benefit shall, in each case, be reduced by one-half of any monthly Primary Insurance Amount

payable to the Supplemental Participant under the federal Social Security Act as a result of his disability when the same first becomes payable and without regard to any subsequent increases.

(d) Continued Evaluation of Disabled Supplemental Participants.

A Supplemental Participant who is receiving disability benefits under this Section 3C.2, must certify to the Retirement Administrator annually, on forms provided by the Retirement Administrator, that (i) the Supplemental Participant is not providing any compensated services of any kind to the Deputy Sheriff's Department of Prince George's County; and (ii) the Supplemental Participant is not performing services substantially similar to the duties he performed as an Employee. The annual completion of this form is a prerequisite to a Supplemental Participant's continued entitlement to such disability benefits.

If the Supplemental Participant is providing any compensated services to the Deputy Sheriff's Department of Prince George's County as a Deputy Sheriff, benefits paid under this Plan shall permanently cease during such period of employment. Benefits shall commence again only if such employment ceases, and the Supplemental Participant provides the certification described in the immediately preceding paragraph. [Amended 1/23/04, effective 7/1/01]

If the disability retirement benefits payable to the Supplemental Participant under Title 29 of the State Personnel and Pensions Article of the Annotated Code of Maryland, or successor provision, are terminated, benefits payable under this Plan shall cease. Benefits under this Plan shall commence again only upon receipt by the Retirement Administrator of satisfactory evidence that disability retirement benefits are being paid to the Supplemental Participant under Title 29 of the State Personnel and Pensions Article of the Annotated Code of Maryland, or successor provision.

Benefits that do commence again shall not be adjusted for benefits suspended, but shall be in the same amount as before the suspension.

[Added 2/5/96, effective 7/1/96]

#### Section 4 - Vesting

## 4.1 <u>Minimum Continuous Service Requirements.</u>

(a) No Supplemental Participant shall be entitled to any Supplemental Benefit under the Plan until he has (i) completed a minimum of five (5) years of service that is both Actual Service and Continuous Service or (ii) has attained Normal Retirement Date. This requirement does not apply to any Transferred Accrued Benefit. [Amended 7/13/92, effective 2/1/92, amended 2/5/96, effective 7/1/96]

(b) No Comprehensive Participant shall be entitled to any Comprehensive Benefit under the Plan until he has completed a minimum of five (5) years of service that is both Actual Service and Continuous Service. This requirement does not apply to any Transferred Accrued Benefit. [Added 2/5/96, effective 7/1/96]

## 4.2 <u>Vested Benefit</u>.

A Participant meeting the requirements of Section 4.1 shall be entitled to receive a monthly benefit as determined pursuant to Section 3, 3A or 3B and subject to the provisions of Section 5, and any additional benefits that the Participant is eligible to receive pursuant to Section 3A. [Amended 7/13/92, effective 2/1/92; amended 2/5/96, effective 7/1/96]

#### 4.3 Transferability of Vested Supplemental Benefits.

(a) A Supplemental Participant who separates from service and is vested in a benefit pursuant to Section 4.2 and becomes eligible to participate in any supplemental pension plan of the County listed on Schedule A must transfer his or her vested accrued benefit under the Plan, plus any Transferred Accrued Benefit credited to the Supplemental Participant pursuant to Section 4.4, to such plan upon becoming a participant in such plan, unless the Supplemental Participant receives a return of employee contributions under Section 7.4.

(b) The County must obtain an actuarial valuation of the contributions made pursuant to Section 7.2 allocable to the benefit transferred pursuant to subsection (a) and must transfer such amount plus the contributions made by the transferring Supplemental Participant pursuant to Section 7.1 to the supplemental pension plan to which the Supplemental Participant transfers.

(c) Upon the transfer of the Supplemental Participant's vested accrued benefit and the contributions allocable thereto, the Supplemental Participant's right to any benefit under the Plan shall cease and the Plan may not thereafter pay any benefit to the Supplemental Participant.

[Added 5/12/93, effective 5/1/93; amended 2/5/96, effective 7/1/96]

## 4.4 <u>Credit Upon Transfer to Plan</u>.

(a) Any Participant who previously participated in any supplemental pension plan listed on Schedule A will be credited with his or her vested accrued benefit under such plan upon (i) becoming a Supplemental Participant in the Plan, and (ii) the deposit in the Trust Fund of the employee and employer contributions allocable to the Employee's vested accrued benefit under such plan. [Added 5/12/93, effective 5/1/93; Amended 2/5/96, effective 7/1/96]

(b) Any Participant who previously participated in any pension plan operated under the laws of the State or any political subdivision of the State shall receive credit in the Plan in accordance with State law. [Added 2/5/96, effective 7/1/96]

# 4.5 <u>Transfers to Police Plan</u>.

Any Participant who transfers directly to a County police position during the Deputy Sheriffs' Transition Program and becomes eligible for service credit under Section 3.3 of the Prince George's County Police Pension Plan (the "Police Plan"), may elect to have the assets held by this Plan relating to such Participant's accrued benefits hereunder transferred to the Police Plan. Such assets shall be valued and transferred pursuant to a mutual agreement between this Plan and the Police Plan. Upon the transfer of such assets, the Participant's right to any benefits under this Plan shall cease and the Plan may not thereafter pay any benefit to such Participant. [Added 11/20/98, effective 5/1/97]

### 4.6 <u>Transfers from Police Plan</u>.

(a) Any Transferring Officer will be credited with his or her Credited Service earned under the Police Plan (whether vested or unvested thereunder) upon becoming a Comprehensive Participant, subject to paragraph (d) of this Section.

(b) Assets attributable to the service credited pursuant to paragraph (a) of this Section shall be transferred by the Police Plan to the Trust Fund in accordance with the Transfer Agreement. Upon deposit into the Trust Fund, such assets shall be treated as employee contributions and employer contributions for all purposes of the Plan.

(c) Benefits payable to a Transferring Officer under the Plan shall include benefits that become payable due to death, disability, or separation from County service of a Transferring Officer before the asset transfer is completed, provided assets are transferred at the time and in the amounts described herein and in the Transfer Agreement.

(d) In the event the asset and Credited Service transfer is delayed beyond the applicable date provided in the Transfer Agreement, the Plan shall not be responsible for payment of benefits attributable to Credited Service earned by a Transferring Officer under the Police Plan, until an asset transfer is accomplished. Benefits that become payable due to a separation from County service of a Transferring Officer shall be paid pursuant to the usual Police Plan formula in that event and any later asset and benefit liability transfer shall be adjusted for the benefits so paid.

(e) As used in this Section,

(i) Transfer Agreement means the 2004 Transfer Agreement by and among the Plan, the Police Plan and the County; and

(ii) Transferring Officer means a Comprehensive Participant who transfers to the Plan on or after May 1, 2003, directly from the County Police Department to become an employee of the Sheriff's Department pursuant to the provisions of the transfer program in effect beginning in 2003 and who is a Transferring Officer as defined in the Transfer Agreement.

[Added 12/7/04, effective 12/7/04]

## 4.7 <u>Transfers by Correctional Officers and Fire Inspectors.</u>

(a) Any Transferring Officer will be credited with his or her Credited Service earned under the Transferor Plan (whether vested or unvested thereunder) upon becoming a Comprehensive Participant, subject to paragraph (d) of this Section.

(b) Assets attributable to the service credited pursuant to paragraph (a) of this Section shall be transferred by the Transferor Plan to the Trust Fund in accordance with the Transfer Agreement. Upon deposit into the Trust Fund, such assets shall be treated as employee contributions and employer contributions for all purposes of the Plan.

(c) Benefits payable to a Transferring Officer under the Plan shall include benefits that become payable due to death, disability, or separation from County service of a Transferring Officer before the asset transfer is completed, provided assets are transferred at the time and in the amounts described herein and in the Transfer Agreement.

(d) In the event the asset and Credited Service transfer is delayed beyond the applicable date provided in the Transfer Agreement, the Plan shall not be responsible for payment of benefits attributable to Credited Service earned by a Transferring Officer under the Transferor Plan, until an asset transfer is accomplished. Benefits that become payable due to a separation from County service of a Transferring Officer shall be paid pursuant to the usual Transferor Plan formula in that event and any later asset and benefit liability transfer shall be adjusted for the benefits so paid.

(e) As used in this Section,

(i) Transfer Agreement means the Transfer Agreement effective as of July 1, 2005, by and among the Plan, the Transferor Plans and the County;

(ii) Transferring Officer means a Comprehensive Participant who transfers to the Plan on or after July 1, 2005, directly from a Transferor Plan to become an employee of the Sheriff's Department pursuant to the provisions of the transfer program in effect as of July 1, 2005 and who is a Transferring Officer as defined in the Transfer Agreement.

(iii) Transferor Plans means the Prince George's County Pension Plan for Employees Represented by the Prince George's Correctional Officers' Association, Inc. and The Prince George's County Fire Service Pension Plan.

[added 4/18/07, effective 7/1/05]

## Section 5 - Payment of Benefits.

### 5.1 Normal Retirement.

The benefit accrued by a Participant under Section 3 or 3B, and any Transferred Accrued Benefit, shall not be payable until the Participant's Normal Retirement Date. The benefits, if any, payable to a Participant pursuant to Section 3A shall be payable on the dates and in the manner described therein. [Amended 7/13/92, effective 2/1/92; amended 2/5/96, effective 7/1/96]

### 5.2 <u>Commencement of Payment</u>.

Benefit payments to a Participant normally will commence effective on the Participant's Normal Retirement Date. In no event will benefits begin later than the 60th day after the latest of the close of the Plan Year in which:

- (A) occurs the date on which the Participant reaches his Normal Retirement Date,
- (B) occurs the 5th anniversary of the year in which the Participant commenced participation in the Plan, or
- (C) the Participant terminates his service as an Employee. [Amended 3/7/89, effective 6/30/85; amended 4/16/01; effective 10/1/00]

Such commencement date shall be the later of the Participant's Normal Retirement Date or any date that is not more than one calendar year after to the date on which the Participant submits an application for benefits. [Added 5/12/93, effective 5/1/93; amended 2/5/96, effective 7/1/96]

### 5.3 Form of Benefit Payments.

Except for any lump sum benefits payable under Section 3A.1 and the lump sum and other benefits payable under Section 3A.3, benefits are payable monthly for the life of the Participant, unless the Participant elects to receive a Joint and Survivor Pension pursuant to Section 5.4. [Amended 7/13/92, effective 2/1/92; amended 2/5/96, effective 7/1/96]

5.4 Joint and Survivor Pension.

(a) At the time that the Participant makes an application for any benefit payable monthly from the Plan, except for the benefit payable pursuant to Section 3A.3, the Participant may elect to receive the benefit in the form of a Joint and Survivor Pension payable to the Participant and the Participant's Eligible Spouse. A Joint and Survivor Pension elected under this subsection will provide a reduced benefit payable during the lifetime of the Participant; the Participant's Eligible Spouse, if surviving after the Participant's death, will then receive a lifetime survivor's benefit equal to 50% of the reduced benefit that was payable to the Participant. The reduced amount payable to the Participant and to the Eligible Spouse

is the actuarial equivalent of the benefit that would have been payable to the Participant if this election had not been made. An election to receive a Joint and Survivor Pension must be made at the time and in the form prescribed by the Retirement Administrator or the Trustees. [Amended 7/13/92, effective 2/1/92; amended 2/5/96, effective 7/1/96]

(b) If a Participant is eligible to receive more than one benefit from this Plan to which the election described in this Section 5.4 applies, such election shall apply to all such benefits. [Added 7/13/92, effective 2/1/92]

(c) If a Participant's Eligible Spouse dies after the Participant has elected a Joint and Survivor Pension under this Section, but before the date of commencement of benefits, the Participant may revoke such election by giving notice to the Retirement Administrator within 30 days of the death of the Eligible Spouse and the Participant will receive the benefit provided in Section 5.3. [Added 5/12/93, effective 5/1/93, amended 2/5/96, effective 7/1/96]

(d) If a Participant's Eligible Spouse dies after a Participant begins receiving a Joint and Survivor Pension under this Section, or the Eligible Spouse has been granted a valid and final decree of divorce from the Participant either before or after July 1, 2005, the monthly benefit payable to the Participant shall be increased to the level it would have been had the Joint and Survivor Pension never been elected, with no additional cost to the Participant. The increase shall be effective for the month following the Eligible Spouse's date of death of date of the Plan's acceptance of a valid and final decree of divorce, but shall not affect previously paid benefits. [Added 5/12/93, effective 5/1/93; amended 4/18/07, effective 7/1/05]

(e) A retired Participant receiving benefits who marries after retirement may, within ninety (90) days of marriage, elect to change the form of his benefit to a Joint and Survivor Pension with his spouse designated as the Eligible Spouse, provided (i) there is no actuarial cost to the County and (ii) the Participant can show adequate evidence of insurability. [added 4/18/07, effective 7/1/05]

#### Section 6 - Death Benefits

#### 6.1 <u>General Rule</u>.

Upon the death of a Participant or upon the later death of an Eligible Spouse under Section 5.4, there shall be payable to the Beneficiary of the Participant an amount equal to the excess, if any, of (a) the total contributions of the Participant, and any Transferred Employee Contributions, together with interest thereon at 5% per year compounded annually to the earlier of the date of death or the date on which retirement benefits commenced over (b) the total amount of benefits under the Plan received by the Participant, or the Participant and the Eligible Spouse, including any Transferred Accrued Benefit, which are payable under Sections 3.2 and 3B.2 of the Plan. In the absence of the designation of a Beneficiary, or if the designated Beneficiary is not then living, payment shall be made to the estate of the Participant. [Amended 7/13/92, effective 2/1/92; amended 2/5/96, effective 7/1/96]

#### 6.2 <u>Surviving Spouse Benefit for Comprehensive Participants</u>.

Notwithstanding Section 6.1, the spouse of a Comprehensive Participant who dies on or after his Normal Retirement Date while an Employee shall receive a monthly benefit for the spouse's life in an amount equal to fifty percent (50%) of the benefit the Comprehensive Participant would have received if the Comprehensive Participant had retired the day before he died and had elected a Joint and Survivor Pension under Section 5.4. [Added 2/5/96, effective 7/1/96]

### 6.3 <u>Death in the Line of Duty</u>.

Effective July 1, 2008, the surviving spouse of a Participant who dies while an Employee and whose death is a Death in the Line of Duty shall receive a monthly benefit for the spouse's life in an amount equal to the benefit the spouse would have received if the Participant had terminated employment on the day before the date of death with exactly twenty years of Actual Service and elected a reduced benefit for his/her life and a 100% Contingent Annuitant benefit with the Participant's surviving spouse named to receive the benefit. The spouse's benefit shall be payable as of the first day of the month following the Employee's death. A surviving spouse eligible to receive the pre-retirement 50% Contingent Annuitant benefit described in Section 6.2 shall not be paid that benefit if he or she receives this 100% Contingent Annuitant benefit for a Death in the Line of Duty. [Added 7/1/08, effective 8/14/08]

#### 6.4 <u>Death During Qualified Military Service</u>.

Notwithstanding any provision in the Plan to the contrary, effective January 1, 2007, if a Participant dies while performing qualified military service (as defined in Section 414(u) of the Code), the survivors of the Participant shall be entitled to any benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan as if the Participant resumed employment as a Covered Employee and then immediately terminated employment on account of death. [Added 12/31/2011, effective 1/1/07]

#### Section 7 - Contributions

7.1 <u>Employee Contributions</u>.

(a) (i) Each Supplemental Participant shall contribute to the Trust Fund, through regular payroll deduction, from and after June 30, 1985, such amounts as are actuarially determined to be required to provide twenty-five percent (25%) of the cost of providing Supplemental Benefits payable under Section 3.2 of the Plan. [Amended 7/13/92, effective 2/1/92; amended 2/5/96, effective 7/1/96]

(ii) Each Comprehensive Participant shall contribute to the Trust Fund, through regular payroll deduction, from and after July 1, 1996, such amounts as are actuarially determined to be required to provide twenty-five (25%) of the cost of providing Comprehensive Benefits under Section 3B.2 of the Plan. [Added 2/5/96, effective 7/1/96]

(iii) In addition to the contributions required by Section 7.1(a)(i), effective July 1, 1995, each Supplemental Participant's contributions shall be increased by an

amount equal to one and one-half percent (1 1/2%) of the Supplemental Participant's annual salary. [Added 2/5/96, effective 7/1/95]

(iv) In addition to the contributions required by Section 7.1(a)(i), effective July 1, 1996, each Supplemental Participant's contributions shall be increased by an amount equal to two percent (2%) of the Supplemental Participant's annual salary. [Added 2/5/96, effective 7/1/96]

(v) In addition to the contributions required by Section 7.1(a)(ii), effective July 1, 1996, each Comprehensive Participant's contributions shall be increased by an amount equal to two percent (2%) of the Comprehensive Participant's annual salary; provided that if such Comprehensive Participant was hired on or after July 1, 1996, such Comprehensive Participant's contributions shall be increased by an amount equal to three percent (3%) of the Comprehensive Participant's annual salary. [Added 2/5/96, effective 7/1/96; amended 11/20/98, effective 7/1/96]

(vi) In addition to the contributions required by Section 7.1(a)(i) and (iv), effective January 1, 1999, each Supplemental Participant's contributions shall be increased by an amount equal to one and seventy-three hundredths percent (1.73%) of the Supplemental Participant's annual salary. [Added 2/27/01, effective 1/1/99]

(vii) In addition to the contributions required by Section 7.1(a)(ii) and (v), effective January 1, 1999, each Comprehensive Participant's contributions shall be increased by an amount equal to one and seventy-three hundredths percent (1.73%) of the Comprehensive Participant's annual salary. [Added 2/27/01, effective 1/1/99]

(viii) Notwithstanding the foregoing provisions of this paragraph (a), effective July 1, 1999, each Supplemental Participant shall contribute an amount equal to five and two-tenths percent (5.2%) of the Supplemental Participant's annual salary. [Added 7/28/00, effective 7/1/99]

(ix) Notwithstanding the foregoing provisions of this paragraph (a), effective July 1, 1999, each Comprehensive Participant shall contribute an amount equal to eight percent (8.0%) of the Comprehensive Participant's annual salary. [Added 7/28/00, effective 7/1/99]

(x) Notwithstanding the foregoing provisions of this paragraph (a), effective July 1, 2001, each Comprehensive Participant shall contribute an amount equal to eight and nine-tenths percent (8.9%) of the Comprehensive Participant's annual salary. [Added 1/23/04, effective 7/1/01]

(xi) Notwithstanding the foregoing provisions of this paragraph (a), each Comprehensive Participant shall contribute an amount equal to ten percent (10.0%) of the Comprehensive Participant's annual salary. Such increase in contribution rate shall begin effective following the next actuarial report for the Plan issued after July 1, 2003, and after the Trustees have approved such increase. [Added 1/23/04, effective 7/1/03]

(xii) Notwithstanding the foregoing provisions of this paragraph (a), each Comprehensive Participant hired after on or July 1, 2005, shall contribute an amount equal to eleven percent (11.0%) of the Comprehensive Participant's annual salary. [Added 4/18/07, effective 7/1/05]

(b) Any period during which a Participant is on approved leave without pay will not be treated as Actual Service unless the Participant pays into the Trust Fund the contributions that the Participant would have made during such period pursuant to Section 7.1(a). Such payment must be made within one (1) year of the last day on which the Participant was on approved leave without pay and may be made in a lump sum or under an extended payment plan approved by the Retirement Administrator. [Added 5/12/93, effective 5/1/93]

(c) Any period of service in the Armed Forces immediately following service as an Employee will not be treated as Actual Service unless the Participant pays into the Trust Fund the contributions that the Participant would have made during such period pursuant to Section 7.1(a), to the extent such payment does not violate Federal or State law. Such payment must be made within the time period and upon the terms approved by the Retirement Administrator. [Added 2/5/96, effective 7/1/96]

(d) Supplemental Participants electing to become Comprehensive Participants pursuant to Section 2.4(d) must pay into the Trust Fund all costs associated with the transfer, including retroactive employee and employer contributions (from July 1, 1996), plus interest at five percent (5.0%) per annum, all in the amounts and at the times required by the Retirement Administrator. [Added 7/28/00, effective 7/1/99]

## 7.2 <u>Employer Contributions</u>.

(a) The County shall contribute to the Trust Fund from time to time such amounts as are actuarially determined to be required to provide seventy-five percent (75%) of the cost of providing benefits payable under Sections 3.2 and 3B.2 of the Plan. [Amended 7/13/92, effective 2/1/92; amended 2/5/96, effective 7/1/96]

(b) Notwithstanding the foregoing, the County's contributions to the Trust Fund shall be decreased by the additional employee contributions required by Section 7.1(a). [Added 2/5/96; effective 7/1/96]

(c) Notwithstanding the foregoing provisions of this Section, effective July 1, 1999, the County shall contribute to the Trust Fund from time to time such amounts as are actuarially determined to be required to provide the benefits payable under the Plan, taking into account the employee contributions made pursuant to Section 7.1 and other amounts available hereunder. [Added 7/28/00, effective 7/1/99; amended 1/23/04, effective 7/1/01]

## 7.3 <u>Determining Contribution Amounts</u>.

An actuarial valuation of the Plan shall be obtained at intervals of not more than two years in order to determine the required contributions of the County and Participants. [Amended 2/5/96, effective 7/1/96; amended 7/28/00, effective 7/1/96]

# 7.4 <u>Return of Contributions</u>.

(a) A Participant who separates from service as an employee of the County on or before the Participant's Normal Retirement Date may elect to receive a lump-sum cash refund of his or her contributions to the Trust Fund plus any Transferred Employee Contributions, with interest thereon at the rate of five percent (5%) per annum, compounded annually.

(b) An election to receive such a refund must be made at the time and in the manner prescribed by the Retirement Administrator or by the Trustees. Such election is irrevocable. Any such refund is in lieu of any benefits that the Participant or the Participant's Beneficiary could otherwise be entitled to receive under the Plan, including any Transferred Accrued Benefit.

(c) If a Participant elects a refund as provided in this Section and later becomes an Employee and begins to participate in the Plan, the Participant will not be permitted to purchase any prior years of service. [Amended 5/12/93, effective 5/1/93]

## 7.5 <u>Transfer of Employee Contributions by Nonvested Supplemental Participant</u>.

(a) A Supplemental Participant who separates from service and is not vested in a benefit pursuant to Section 4.2 and becomes eligible to participate in any supplemental pension plan listed on Schedule A may elect to transfer the employee contributions to the Supplemental Participant's credit in the Trust Fund to the trust fund of such plan upon becoming a participant in such plan.

(b) An election to transfer employee contributions must be made at the time and in the manner prescribed by the Retirement Administrator. Such election is irrevocable. Upon receipt of an election pursuant to paragraph (a) the Retirement Administrator must transfer the employee contributions to the Supplemental Participant's credit in the Trust Fund to the trust fund of the plan to which the Supplemental Participant transfers.

[Added 5/12/93, effective 5/1/93; amended 2/5/96, effective 7/1/96]

# 7.6 <u>Credit of Transferred Employee Contributions</u>.

Any Participant who previously participated in any pension plan listed on Schedule A will be credited with the amount of employee contributions transferred from such plan, and such amount shall be treated as Transferred Employee Contributions for all purposes under the Plan, upon (i) becoming a Participant in the Plan and (ii) the deposit in the Trust Fund of the employee contributions transferred. [Added 5/12/93, effective 5/1/93]

# 7.7 <u>Election of Eligible Rollover Distribution</u>.

(a) Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this Section, a distributee may elect, at the time and in the manner prescribed by the Retirement Administrator, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

### (b) Definitions.

(i) Eligible rollover distribution: An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee under the Plan, except that an eligible rollover distribution does not include:

(A) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated Beneficiary, or for a specified period of ten years or more;

(B) any distribution to the extent such distribution is required under Code Section 401(a)(9);

(C) any amount that is distributed on account of financial hardship; or

(D) the portion of any distribution that is not includible in the distributee's gross income, other than a portion that consists of after-tax employee contributions, provided such portion is paid only to an individual retirement account or annuity described in Section 408(a) or (b) of the Code, or to a qualified defined contribution or defined benefit plan described in Code Section 401(a) or to an annuity contract described in Code Section 403(b) that agrees to separately account for amounts so transferred (and earnings 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.

(ii) Eligible retirement plan: An eligible retirement plan is an individual retirement account described in Code section 408(a) or 408A(b), an individual retirement annuity described in Code Section 408(b), an annuity plan described in Code Section 403(a), a qualified trust described in Code Section 401(a), an annuity contract described in Code Section 403(b) or an eligible plan under Code Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan.

(iii) Distributee: A distributee includes (A) the Participant, (B) the Participant's surviving spouse, (C) the Participant's spouse or former spouse who is the alternate payee under a domestic relations order as defined in Section 11.3 of the Plan with respect to the interest of such spouse or former spouse, or (D) any surviving non-spouse Beneficiary of a deceased Participant, provided that, with respect to (D), the direct rollover is made to an individual retirement account described in Code Section 408(a) or 408A(b) or an individual retirement annuity described in Code Section 408(b) established for the purpose of receiving the distribution on behalf of the non-spouse Beneficiary, and provided that distributions from such account or annuity will comply with Code Section 401(a)(9)(B) (without regard to clause (iv) thereof).

(iv) Direct rollover: A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

[Added 2/5/96, effective 7/1/96; amended 4/1/8/07, effective 1/1/07; amended 12/31/11, effective 1/1/08]

7.8 <u>Pickup Plan</u>.

(a) The County shall pick up, within the meaning of Section 414(h)(2) of the Code, the employee contributions required by Section 7.1 hereof.

(b) Such amounts:

(1) are designated as employee contributions to be picked up by the County within the meaning of Section 414(h)(2) of the Code and shall be treated as employer contributions in determining the tax treatment of such amounts under that Section;

(2) shall reduce the compensation of the employee in an amount that equals the employee contributions picked up by the County;

(3) shall be paid by the County from the same source of funds that is used to pay compensation to the employee;

(4) shall, for all other purposes, be treated in the same manner and to the same extent as employee contributions made before establishment of the pickup plan.

(c) Participants shall not be entitled to receive such amounts directly in lieu of having such amounts picked up by the County.

(d) This pickup plan becomes effective for pay periods beginning on or after March 16, 1997 for Participants governed by Salary Schedule W and on or after April 13, 1997 for Participants governed by Salary Schedule S-O. The County shall apply to the Internal Revenue Service for a private letter ruling with respect to the pickup plan, but neither the application nor the receipt of such a ruling are prerequisites to the implementation of the pickup plan. [Added 11/20/98, effective 3/16/97]

## Section 8 - Administration of Plan

### 8.1 <u>Retirement Administrator</u>.

The Plan shall be administered by a Retirement Administrator, who shall be appointed by the Trustees. Unless otherwise directed by the Trustees, no bond or other security shall be required of the Retirement Administrator.

### 8.2 <u>Powers of Retirement Administrator</u>.

Subject to final approval and action by the Trustees, the Retirement Administrator shall have the power and duty to take all actions and to make all decisions necessary and proper to carry out the provisions of the Plan, including but not limited to the following powers and duties:

(a) To make and enforce rules and regulations that the Retirement Administrator deems necessary or proper for the efficient administration of the Plan;

(b) To interpret the Plan;

(c) To decide questions concerning the Plan and the eligibility of any employee to participate therein and the rights of any person to receive benefits thereunder;

(d) To compute the amount of benefits which shall be payable to any person in accordance with the provisions of the Plan; and

(e) To recommend to the County the amounts of contributions to be made by the County from time to time under the provisions of the Plan.

## 8.3 <u>Employment of Experts</u>.

With prior approval by the Trustees, the Retirement Administrator may employ or engage an actuary to make actuarial valuation of the liabilities under the Plan, to recommend the mortality and other tables and the interest rates to be used from time to time in actuarial and other computations for any purpose of the Plan, to recommend to him the amounts of contributions to be made by the County and to perform such other services as the Retirement Administrator shall deem necessary or desirable in connection with the administration of the Plan. With prior approval by the Trustees, the Retirement Administrator may also employ or engage such accountants, counsel, other experts and other persons deemed necessary or desirable in connection with the administration of the Plan.

## 8.4 <u>Limitation of Liability</u>.

In administering the Plan neither the Retirement Administrator, the Trustees, nor any person to whom may be properly delegated any power or duty in connection with administering the Plan, shall be liable for any action or failure to act, except for his own willful and intentional malfeasance or misfeasance. The Retirement Administrator and each person to whom may be properly delegated any duty or power in connection with administering the Plan shall be entitled to rely conclusively upon, and shall be fully protected in any action taken by them or any of them in good faith in reliance upon, any table, valuation, certificate, opinion or report which shall be furnished to them or any of them by the Trustees or by an actuary, accountant, counsel, or other expert who shall be employed or engaged by the County or the Retirement Administrator.

### 8.5 <u>Expenses</u>.

All expenses that shall arise in connection with the investment of the Trust Fund (including brokerage costs, Federal and State transfer taxes, shipping expenses and charges of correspondent banks) and any income or other taxes of any kind whatsoever which may be levied or assessed upon or in respect of the Trust Fund shall be paid by the Trustees out of the Trust Fund. Except as otherwise expressly provided in the Trust Agreement, all other expenses relative to the Trust Fund, including, but not limited to, the compensation of any actuary, accountant, counsel, or other expert or other person who shall be employed by the Retirement Administrator in connection with the administration thereof, shall be paid by the Trust Fund.

#### 8.6 <u>Information from Participants</u>.

In order to receive any benefits under the Plan, a Participant must furnish to the Retirement Administrator such information as may be requested for the purpose of the proper administration of the Plan. A Participant's failure to provide such information upon request may, in the discretion of the Trustees, furnish grounds for suspension or withholding of any benefits otherwise due to the Participant under the Plan.

### 8.7 Incapacity of Recipient.

If for any reason the Retirement Administrator shall determine that it is not desirable, because of the incapacity of any person who is entitled to receive any payment under the Plan, to make such payment directly to such person, the Retirement Administrator may apply such payment for the benefit of such person in any way that the Retirement Administrator shall deem advisable, or the Retirement Administrator may make such payment to any third person, who, in the judgment of the Retirement Administrator will apply such payment for the benefit of the person entitled thereto. Having made payment as provided in this Section, the Retirement Administrator may withhold the payment of any amount that is payable under the Plan to a person under legal disability until a representative of such person competent to receive such payment on his behalf shall have been appointed pursuant to law.

#### 8.8 <u>Settlement of Small Pensions</u>.

Anything in the Plan to the contrary notwithstanding, if monthly payments that are payable to any Participant or any surviving spouse under the Plan shall be less than \$25.00, then, if the Retirement Administrator shall so direct, the aggregate of the amounts which are payable to him in any year shall be paid in quarterly, semi-annual or annual payments, or, with the

payee's approval, the actuarial value of the amounts that are payable to him shall be paid in one sum or in payments over a specified period of time.

# 8.9 Interpretations and Regulations Are Binding on Participants and Beneficiaries.

The Trustees, and the Retirement Administrator subject to their approval, have the final authority to interpret this Plan Document and to adopt such rules and regulations as in their opinion are necessary or advisable to implement and administer the Plan. Such interpretations and rules or regulations, once adopted, are binding upon all Participants and Beneficiaries and upon any other persons claiming an interest under the Plan.

# 8.10 <u>Court Action at Discretion of Trustees</u>.

The Trustees, if they desire, may require any fact or other question to be adjudicated in court before taking action.

# Section 9 - The Trust Fund

# 9.1 <u>Trust Fund Assets</u>.

The Trust Fund shall be held and disbursed by the Trustees in trust in accordance with the provisions of the Trust Agreement for use in accordance with the provisions of this Plan and of the Trust Agreement. No person shall have an interest in or rights to the Trust Fund or any part thereof, except as expressly provided under the Plan, and then only to the extent of the amounts payable to such person under the Plan.

# 9.2 <u>No Reversion to Employer</u>.

No part of the assets of the Trust Fund shall, by reason of any modification, amendment, termination, or otherwise, revert to or inure to the benefit of the County prior to the satisfaction of all liabilities with respect to Participants and their beneficiaries, nor shall any part of the trust fund assets otherwise be used for or diverted to purposes other than for the exclusive benefit of Participants, or their designated Beneficiaries or estates.

## 9.3 <u>Removal of Trustees</u>.

Removal or replacement of the Trustees shall be accomplished in the manner provided for in the Trust Agreement.

# 9.4 <u>Authority of Trustees</u>.

The Trustee shall at any time have such powers to hold, invest, reinvest, control and disburse the Trust Fund as shall at that time be set forth in the Trust Agreement.

## 9.5 <u>Trustee's Participation</u>.

A Trustee may be a Participant in the Plan, and such participation will not result in any limitation of powers or other disqualification to act in the capacity of Trustee.

#### Section 10 - Reservations and Limitations of Rights

### 10.1 <u>No Contractual Obligation</u>.

Neither the County, the Retirement Administrator, nor the Trustees assume as a contractual obligation the continuation of this Plan or the payment of contributions thereunder. Each Participant, Beneficiary or other person who shall claim the right to any payment or benefit under the Plan, shall be entitled to look only to the Trust Fund for any such payment or benefit and shall not have any right, claim or demand therefor against the County, the Retirement Administrator, or the Trustees.

### 10.2 <u>No Contract for Employment.</u>

The Plan shall not be deemed to constitute a contract between the County and any Participant or to be a consideration for or an inducement for the employment of any Participant by the County. Nothing contained in the Plan shall be deemed to give any Participant the right to be retained in the service of the County or to interfere with the right of the County to discharge any Participant at any time without regard to the effect which such discharge shall have upon his rights, if any, under the Plan.

### 10.3 <u>Exceptions</u>.

All of the provisions of Section 10 limiting the obligations of the County under the Plan or the rights of Participants in the Plan shall not be effective to the extent otherwise provided by the terms of any contract to which the County is a party, including the Agreement between the County and the Deputy Sheriff's Association of Prince George's County, as it shall be in effect from time to time.

#### Section 11 - Non-Alienation of Benefits

#### 11.1 <u>No Alienation or Anticipation of Benefits</u>.

Benefits which are payable under the Plan shall not be subject in any manner to anticipation or alienation. Any attempt to anticipate or alienate any benefit payable under the Plan shall be void. Except for the withholding of federal income tax to the extent required by law, benefits shall not in any manner be subject to the debts, contracts, liabilities or torts of the person who shall be entitled to such benefit, nor shall they be subject to attachment or legal process for or against such person.

#### 11.2 <u>Consequences of Attempted Alienation</u>.

If any person entitled to any benefit under this Plan becomes bankrupt or attempts to anticipate or alienate such benefit, or if any person attempts to attach, garnish, execute or otherwise encumber a benefit payable under this Plan to any Participant or any other person entitled thereto, the Retirement Administrator, in his sole discretion, may terminate the interest in such benefit of any Participant or any other person. In that event, the Retirement Administrator shall cause shall benefit, or any part thereof, to be held or applied for the benefit of a Participant or other person or his spouse, children or other relatives or dependents, or all or any of them, in such manner as the Retirement Administrator shall determine, and any such application shall be a complete discharge of all liability with respect to such benefit.

#### 11.3 <u>Treatment of Domestic Relations Orders.</u>

(a) The prohibitions contained in the preceding paragraphs of this Section 11 shall not apply to payments or transfers made pursuant to a Domestic Relations Order which complies with the provisions of this Section.

(b) The Plan will comply with a Domestic Relations Order, provided it meets the following conditions:

(i) The Domestic Relations Order must be a judgment, decree, or order made pursuant to a state domestic relations law.

(ii) The Domestic Relations Order must relate to the payment of a marital property award to a spouse or former spouse of a Participant (an "Alternate Payee").

(iii) The Domestic Relations Order, as described in paragraphs (1) and (2) above, must create or recognize an Alternate Payee as an owner or a co-owner of an interest of a Participant under the Plan, must specifically identify each interest that is subject to such order and must specifically order the direct transfer of each such interest to such Alternate Payee.

(iv) No Domestic Relations Order shall require the Plan (A) to provide any type or form of benefit not otherwise provided by the Plan; nor (B) to provide any increased benefits; nor (C) to pay benefits to an Alternate Payee which are required to be paid to another Alternate Payee under another previously applicable Domestic Relations Order.

(v) The Plan shall establish procedures to determine whether a Domestic Relations Order is qualified and to administer distributions under such Domestic Relations Order.

(vi) Any benefits payable or interest transferred under this Section 11.3 pursuant to a Domestic Relations Order shall be computed before determining the benefit payable under any other Section of the Plan, and shall reduce the amount payable under the Plan.

[Added 2/5/96, effective 7/1/96]

### 12.1 <u>Amendment</u>.

#### (a) <u>General Rule</u>

The County shall have the right at any time to modify or amend the Plan in whole or in part, except to the extent otherwise provided by any contract to which the County is a party, including the Agreement between the County and the Deputy Sheriff's Association of Prince George's County, as it shall be in effect from time to time; provided, however, that any modification or amendment of the Plan shall not affect, unless expressly set forth in the amendment or modification, or adversely affect in any case, any rights or benefits under the Plan existing at the date of such modification or amendment in respect of any Participant who shall have retired, been retired or otherwise ceased to be in the employ of the County prior to said date, or adversely affect any accrued benefits under the Plan existing at said date in respect of any Participant who at said date shall be in the employ of the County.

#### (b) <u>Exception</u>

Anything in subsection (a) to the contrary notwithstanding, the County may make any and all modifications and amendments of the Plan which shall be necessary and appropriate in order to qualify this Plan and the Trust Agreement, or to keep the Plan and the Trust Agreement qualified, under the Code and the regulations thereunder or any amendment of the Code or its regulations.

#### 12.2 <u>Termination</u>.

### (a) <u>Priorities</u>

Upon termination of the Plan, or upon complete discontinuance of County contributions, the rights of all Participants to benefits accrued to the date of said termination or discontinuance (the "Termination Date"), to the extent funded, shall be non-forfeitable, and the assets of the Trust Fund shall be allocated as follows, after payment of all proper expenses:

(1) First, to provide the benefits called for by the Plan for each Participant or Beneficiary, to whom payments are being made at the Termination Date.

(2) Second, if any assets remain after completion of the allocation provided for in subsection (a)(1), to provide the retirement benefits called for by the Plan for (i) each Participant who has reached his Normal Retirement Date on the Termination Date, but who has not begun to receive his benefits as of such date and (ii) each Participant who has a vested right to receive benefits pursuant to Section 4.2 as of Termination Date.

(3) Third, if any assets remain after completion of the allocation provided for in subsection (a)(2), to provide retirement benefits for each of the remaining Participants.

#### (b) <u>Method of Allocation of Assets</u>

Assets shall be allocated on the basis of the actuarial reserve required at the Termination Date to provide the particular benefit in question. If the assets are insufficient to provide the actuarial reserves required to provide the benefits for all persons in any of the foregoing classes, the assets shall be allocated among the persons in the class in proportion to the ratio which the actuarial reserve for each person in that class at the Termination Date bears to the total of the actuarial reserves for all persons in that class at the Termination Date.

(c) Subject to approval by the Trustees, the respective amounts to be allocated in accordance with the provisions of this Section 12.1 shall be determined by the Retirement Administrator as of the date of termination or discontinuance, and the allocation shall be accomplished through (i) the distribution of cash in a lump sum or in payments over such period as may be determined by the Retirement Administrator, (ii) the purchase of annuity contracts, or (iii) the continuance of the Trust Fund or the establishment of one or more new trust funds, or a combination thereof, as shall be determined by the Retirement Administrator.

#### Section 13 - Miscellaneous Provisions

### 13.1 <u>Maximum Benefits</u>.

Notwithstanding anything in the Plan to the contrary, the annual (a) retirement benefit provided to a Participant under this Plan and under all other defined benefit plans maintained by the County, the Employees' Retirement System of the State of Maryland, and the Pension System for Employees of the State of Maryland, and any successor plans (collectively, the "Aggregated Plans"), shall not exceed the actuarial equivalent of an annual benefit equal to \$160,000, payable in the form of a straight life annuity (with no ancillary benefits) under a plan to which no employee contributions or rollover contributions are made. The \$160,000 amount referred to in the first sentence of this subsection shall be adjusted, effective January 1 of each year, under Code Section 415(d) in such manner as the Secretary shall prescribe, such adjusted amount to be referred to for purposes of this Section as the "Adjusted Limitation Amount." If the annual retirement benefit under the Plan and the Aggregated Plans is payable in any form other than the straight life annuity described in the first sentence of this subsection, or if employee or rollover contributions are made to the Plan or the Aggregated Plans, then the benefit shall be adjusted so that it is the actuarial equivalent of the straight life annuity described in the first sentence of this subsection, calculated using the Applicable Interest Rate and the Applicable Mortality Table. For purposes of this Section, the Applicable Mortality Table is the table prescribed by the Commissioner of the Internal Revenue Service under Code Section 415(b)(2)(E)(v) from time to time. For purposes of this section, the Applicable Interest Rate shall not be less than the greater of 5 percent or the rate specified Section 13.5 of the Plan.

(b) The Adjusted Limitation Amount shall not apply where the total projected benefits payable to a Participant under this Plan and the Aggregated Plans do not exceed \$10,000 and the Participant has not at any time participated in a defined contribution plan maintained by the County or the State of Maryland.

(c) Other than with respect to any survivor or disability benefits payable under the Plan, if the Participant has fewer than 10 years of participation in the Plan, the Adjusted Limitation Amount shall be multiplied by a fraction, the numerator of which is the number of years of participation (or part thereof) in the Plan and the denominator of which is 10. This subsection (c) shall also apply with respect to the \$10,000 limitation described in subsection (b), except that "10 years of service with the County or the State of Maryland or any other political subdivision thereof" shall be substituted in place of "10 years of participation in the Plan" for this purpose. However, in no event will this subsection (c) serve to reduce the limitations referred to in subsections (a) or (b) to an amount less than 1/10 of such limitation (determined without regard to this subsection (c)). To the extent required by applicable Treasury regulations, the limitation imposed by this subsection (c) shall be applied separately with respect to each change in the Plan's benefit structure.

(d) Other than with respect to (i) any survivor or disability benefits payable under the Plan or (ii) any benefits under the Plan payable to a "qualified participant" (defined below), if the benefit of a Participant begins prior to age 62, the Adjusted Limitation Amount applicable to the Participant at such earlier age is an annual benefit payable in the form of a straight life annuity beginning at the earlier age that is the actuarial equivalent of the Adjusted Limitation Amount to the Participant at age 62. The Adjusted Limitation Amount applicable at an age prior to age 62 is determined as the actuarial equivalent (at such age) of the Adjusted Limitation Amount computed using the Applicable Interest Rate and the Applicable Mortality Table. For purposes of this subsection, a "qualified participant" is a Participant with at least 15 years of service taken into account under the Plan as either a full-time police or fire department employee or as a member of the Armed Forces of the United States, as defined in accordance with Section 415(b)(2)(H) of the Code.

(e) If the benefit of a Participant begins after the Participant attains age 65, the Adjusted Limitation Amount applicable to the Participant at the later age is the annual benefit payable in the form of a straight life annuity beginning at the later age that is the actuarial equivalent of the Adjusted Limitation Amount applicable to the Participant at age 65. The Actuarial Equivalent of the defined benefit dollar limitation applicable at an age after age 65 is determined as the actuarial equivalent (at such age) of the Adjusted Limitation Amount computed using the Applicable Mortality Table and an interest rate not greater than the lesser of 5 percent or the rate specified Section 13.5 of the Plan.

(f) If the County elected on or before the first Plan Year beginning after December 31, 1989 to have the special rule in Code Section 415(b)(10) apply and did not revoke such election, then, with respect to each Participant who first became a Participant in the Plan before January 1, 1990, the Adjusted Limitation Amount shall not be less than the accrued

benefit of the Participant under the Plan (determined without regard to any amendment of the Plan made after October 14, 1987).

(g) Any contributions by a Participant to purchase Service in the Armed Forces of the United States in accordance with Section 3B.1(d) of the Plan (or any other contributions by a Participant to purchase "permissive service credit" within the meaning of Code Section 415(n)(3)) shall be deemed to comply with the requirements of Code Section 415(n) only if the requirements of this Section 13.1 of the Plan are met, determined by treating the accrued benefit derived from all such contributions as an annual benefit for purposes of this Section.

(h) This Section 13.1 of the Plan is intended to be applied and interpreted in accordance with the requirements of Section 415(b) of the Code and all Treasury regulations and other generally applicable guidance issued thereunder. The provisions of Code Section 415(b) and the regulations thereunder, as they in each case may be amended or superseded from time to time, are hereby incorporated by reference and shall control to the extent necessary over any inconsistent provision of this Section 13.1.

[Amended 5/12/93, effective 5/1/93; amended 12/16/08, effective 1/1/08]

#### 13.2 Forfeitures.

Forfeitures, if any, under this Plan must not be applied to increase the benefits any employee would otherwise receive under the Plan. A Participant's right to his normal retirement benefit is nonforfeitable on attainment of his Normal Retirement Date. [Amended 3/7/89, effective 6/30/85]

#### 13.3 <u>Restriction on Distributions; Tax Treatment</u>.

(a) No benefits shall be distributed under this Plan before a Participant reaches his Normal Retirement Date, termination of service, death or disability. [Added 3/7/89, effective 6/30/85]

(b) Distributions made to a retiree who is in receipt of a benefit after retirement at normal retirement age, or after non-service connected disability that are used for payment of retiree medical or long term care premiums shall be excluded from taxable income under Code Section 402(1) in an amount and in a manner as described in that Code provision or any successor thereto. [Added 12/31/11, effective 12/31/11]

#### 13.4 <u>Required Distributions</u>.

(a) General Rules. All required distributions under the Plan will be determined and made in accordance with a reasonable, good faith interpretation of Code section 401(a)(9), as provided in regulations issued from time to time by the Secretary of Treasury pursuant to Section 823 of the Pension Protection Act of 2006. Unless otherwise provided in such regulations, distributions under the Plan made in accordance with subsections (b) through (f) below will be

deemed to be made in accordance with a reasonable, good faith interpretation of Code section 401(a)(9).

(b) Time and Manner of Distribution.

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

(ii) If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(A) If the Participant's surviving spouse is the Participant's sole Beneficiary, distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age  $70\frac{1}{2}$ , if later.

(B) If the Participant's surviving spouse is not the Participant's sole Beneficiary, distributions to the Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

(C) If there is no Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(D) If the Participant's surviving spouse is the Participant's sole Beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this subsection (b)(ii), other than subsection (b)(ii)(A), will apply as if the surviving spouse were the Participant.

For purposes of this subsection (b)(ii) and subsection (e) below, unless subsection (b)(ii)(D) applies, distributions are considered to begin on the Participant's Required Beginning Date. If subsection (b)(ii)(D) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under subsection (b)(ii)(A). If annuity payments irrevocably 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 subsection (b)(ii)(A)), the date distributions are considered to begin is the date distributions actually commence. (iii) Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the Required Beginning Date, as of the first Distribution Calendar Year distributions will be made in accordance with subsections (c), (d), and (e) below. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Code section 401(a)(9) and the Treasury regulations issued thereunder.

(c) Determination of Amount to be Distributed Each Year.

(i) If the Participant's interest is paid in the form of annuity distributions under the Plan, payments under the annuity will satisfy the following requirements:

(A) the annuity distributions will be paid in periodic payments made at intervals not longer than one year;

(B) the distribution period will be over a life (or lives) or over a period certain not longer than the period described in subsections (d) or (e) below;

(C) once payments have begun over a period certain, the period certain will not be changed even if the period certain is shorter than the maximum permitted;

(D) payments will either be non-increasing or increase only as follows:

(1) by an annual percentage increase that does not exceed the annual percentage increase in a cost-of-living index that is based on prices of all items and issued by the Bureau of Labor Statistics;

(2) to the extent of the reduction in the amount of the Participant's payments to provide for a survivor benefit upon death, but only if the beneficiary whose life was being used to determine the distribution period described in subsection (d) below dies or is no longer the Participant's Beneficiary pursuant to a domestic relations order within the meaning of Section 11.3 of the Plan;

(3) to provide cash refunds of employee contributions upon the Participant's death; or

(4) to pay increased benefits that result from a Plan amendment.

(ii) The amount that must be distributed on or before the Participant's Required Beginning Date (or, if the Participant dies before distributions begin, the date distributions are required to begin under subsections (b)(ii)(A) or (B) above) 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. Payment intervals are the periods for which payments are received, e.g., bi-monthly, monthly, semi-annually, or annually. 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.

(iii) 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 amount accrues.

(d) Requirements for Annuity Distributions that Commence During Participant's Lifetime.

(i) If the Participant's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the Participant and a nonspouse Beneficiary, annuity payments to be made on or after the Participant's Required Beginning Date to the Beneficiary after the Participant's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the Participant using the table set forth in Q&A-2 of Section 1.401(a)(9)-6T of the Treasury regulations. If the form of distribution combines a joint and survivor annuity for the joint lives of the Participant and a nonspouse Beneficiary and a period certain annuity, the requirement in the preceding sentence will apply to annuity payments to be made to the Designated Beneficiary after the expiration of the period certain.

(ii) Unless the Participant's spouse is the sole Beneficiary and the form of distribution is a period certain and no life annuity, the period certain for an annuity distribution commencing during the Participant's lifetime may not exceed the applicable distribution period for the Participant under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations for the calendar year that contains the annuity starting date. If the annuity starting date precedes the year in which the Participant reaches age 70, the applicable distribution period for the Participant is the distribution period for age 70 under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations plus the excess of 70 over the age of the Participant as of the Participant's birthday in the year that contains the annuity starting date. If the Participant's spouse is the Participant's sole Beneficiary and the form of distribution is a period certain and no life annuity, the period certain may not exceed the longer of the Participant's applicable distribution period, as determined under this subsection (d)(ii), or the joint life and last survivor expectancy of the Participant and the Participant's spouse as determined under the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the calendar year that contains the annuity starting date.

(e) Requirements for Minimum Distributions Where Participant Dies Before Date Distributions Begin.

(i) If the Participant dies before the date distribution of his or her interest begins and there is a Beneficiary, the Participant's entire interest will be distributed, beginning no later than the time described in subsections (b)(ii)(A) or (B) above, over the life of the Beneficiary or over a period certain not exceeding:

> (A) unless the annuity starting date is before the first Distribution Calendar Year, the Life Expectancy of the Beneficiary determined using the Beneficiary's age as of the Beneficiary's birthday in the calendar year immediately following the calendar year of the Participant's death; or

> (B) if the annuity starting date is before the first Distribution Calendar Year, the Life Expectancy of the Beneficiary determined using the Beneficiary's age as of the Beneficiary's birthday in the calendar year that contains the annuity starting date.

(ii) If the Participant dies before the date distributions begin and there is no Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(iii) If the Participant dies before the date distribution of his or her interest begins, the Participant's surviving spouse is the Participant's sole Beneficiary, and the surviving spouse dies before distributions to the surviving spouse begin, this subsection (e) will apply as if the surviving spouse were the Participant, except that the time by which distributions must begin will be determined without regard to subsection (b)(ii)(A) above.

(f) Definitions. In this Section, the following terms have the meanings set forth below.

(i) Beneficiary means the individual who is designated as the beneficiary under Section 1.3 of the Plan and is the designated beneficiary under Code section 401(a)(9) and Section 1.401(a)(9)-4, of the Treasury regulations.

(ii) 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 subsection (b)(ii) above.

(iii) Life Expectancy means life expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9 of the Treasury regulations.

(iv) Required Beginning Date means the April 1 of the calendar year following the later of (i) the calendar year in which the Participant attains age  $70\frac{1}{2}$ ; or (ii) the calendar year in which the Participant retires.

[Amended 4/18/07, effective 1/1/07]

#### 13.5 Actuarial Equivalent.

Actuarial Equivalent means a benefit provided in the Plan that is determined by the actuary for the Plan to be the equivalent of some other benefit provided in the Plan, based on the interest rate and the mortality and other tables and assumptions adopted for such purposes by the Retirement Administrator and described below. No amendment to the factors described below shall cause a Participant's accrued benefit to be decreased below the value of his accrued benefit as calculated on the date immediately preceding such amendment.

The interest rate is 8%. The mortality table is the 1983 Group Annuity Mortality table, sex distinct, three year set-forward for females. [amended 4/18/07, effective 7/1/04]

#### 13.6 <u>Restrictions on Benefits Payable to Highly Compensated Participants.</u>

This Section sets forth limitations required by the Internal Revenue Service on the pension benefits payable to certain Participants. It shall apply to a Participant only if his anticipated annual Pension exceeds \$1,500 and the Participant was among the 25 highest-paid employees of the County, as hereafter defined, on June 30, 1985. The limitations set forth in this Section shall become applicable if:

- (a) The Plan is terminated before June 30, 1995, or
- (b) the pension of one of the twenty-five highest-paid employees becomes payable within such 10-year period.

If subparagraph (b) above is applicable, the restrictions shall remain in effect until the expiration of the 10-year period.

If a Participant is subject to the provisions of this Section, the annual pension payable to him shall not exceed the pension which can be provided from the greatest of the following:

- (a) \$20,000; or
- (b) an amount computed by multiplying the number of years for which the current costs of the Plan have been met after June 30, 1985, by 20% of the first \$50,000 of the Participant's average annual compensation during his last 5 years of employment.

The limitations described above may be exceeded for the purpose of making current benefit payments to retired Participants who would otherwise be subject to such restrictions, provided that (a) the contributions which may be used for any such retired Participant in accordance with the restrictions heretofore indicated are applied to provide either a level amount of pension in the basic form of benefit provided for under the Plan for such Participant, or a level amount of pension in an optional form of benefit not greater in amount than the level amount of pension under the basic form of benefit, and (b) the pension thus provided is supplemented by monthly payments to the extent necessary to provide the full pension in the basic form called for by the Plan, and (c) such supplemental payments are made if the full current costs of the Plan have been met or if the aggregate of such supplemental payments for all such retired Participants does not exceed the aggregate Employer contributions already made under the Plan in the year then current.

The limitations in this Article shall automatically become inoperative and of no effect upon a ruling by the Internal Revenue Service that they are not required.

For purposes of this Section, "twenty-five highest paid employees" shall mean the persons who were employed by the County in any capacity on June 30, 1985, and who were the twenty-five highest paid employees of the County as of that date, including any employees who are not Participants at that time but who may later become Participants.

#### 13.7 <u>Construction</u>.

Whenever use in this Plan Document, words in the masculine form shall be deemed to refer to females as well as males, and words in the singular form shall also be deemed to refer to the plural.

#### 13.8 <u>Separability</u>.

Each provision hereof shall be independent of each other provision hereof and if any provision of this Plan proves to be, or is held by any court, or tribunal, board of authority of competent jurisdiction to be void or invalid as to any Participant or group of Participants, such provision shall be disregarded and shall be deemed to be null and void and no part of this Plan; but such invalidation of any such provision shall not otherwise impair or affect this Plan or any of the other provisions or terms hereof.

# 13.9 <u>Heirs, Assigns and Personal Representatives</u>.

This Plan shall be binding upon the executors, administrators, personal representatives, heirs, successors and assigns of the parties, including each Participant and Beneficiary, present and future. [Added 5/12/93, effective 5/1/93]

# 13.10 Headings and Captions.

The headings and captions herein are provided for reference and convenience only, shall not be considered part of the Plan, and shall not be employed in the construction of the Plan. [Added 5/12/93, effective 5/1/93]

# 13.11 Controlling Law.

This Plan shall be construed and enforced according to the laws of the State of Maryland to the extent not preempted by federal law, which shall otherwise control. [Added 5/12/93, effective 5/1/93]

# 13.12 <u>Title to Assets</u>.

No Participant or Beneficiary shall have any right to, or interest in, any assets of the Trust Fund upon termination of his employment or otherwise, except as provided from time to time under this Plan, and then only to the extent of the benefits payable under the Plan to such Participant or out of the assets of the Trust Fund. All payments of benefits as provided for in this Plan shall be made from the assets of the Trust Fund, and neither the County nor any other person shall be liable therefor in any manner. [Added 5/12/93, effective 5/1/93]

## 13.13 Internal Revenue Code Requirements.

The Plan intends to satisfy certain requirements of Code Section 401(a) by meeting the requirements of Code Section 414(h). [Added 9/1/12, effective 9/1/12]

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IN WITNESS WHEREOF, as evidence of the adoption of this Amended and Restated Plan, the County has caused the same to be executed by its duly authorized officers and its seal to be affixed hereto as of the 31st day of December, 2015.

ATTEST:

PRINCE GEORGE'S COUNTY, MARYLAND

By:\_\_\_\_\_

County Executive

[SEAL]

# SCHEDULE A

# PRINCE GEORGE'S COUNTY PLANS

# A. Pension Plans

- 1. Prince George's County Police Pension Plan.
- 2. Prince George's County Fire Service Pension Plan.
- 3. Prince George's County Pension Plan for Employees Represented by The Prince George's Correctional Officers' Association, Inc.

## B. <u>Supplemental Pension Plans</u>

- 1. Prince George's County Supplemental Pension Plan for Employees Represented by The American Federation of State, County and Municipal Employees, Locals 2462, 2735 and 3279.
- 2. Prince George's County Supplemental Pension Plan for Employees Represented by The American Federation of State, County and Municipal Employees, Local 241.
- 3. Prince George's County Supplemental Pension Plan for General Schedule Employees.
- 4. Prince George's County Supplemental Pension Plan for Employees Represented by The International Association of Fire Fighters, Local 1619.
- 5. Prince George's County Supplemental Pension Plan for Employees Represented by the Police Civilian Employees Association.

[Added 5/12/93, effective 5/1/93; amended 2/5/96, effective 7/1/96; amended 2/27/01, effective 7/1/96]

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