



## Paid Time Off Notice Updated July 2017

Effective July 1, 2015 the Collective Bargaining Agreement (CBA) between SEIU Healthcare Minnesota and the State of Minnesota went into effect for home care workers, known as Individual Providers, that work for clients in PCA Choice, Consumer Directed Community Support (CDCS), and Consumer Support Grant (CSG). The contract was updated for the period of 2017-2019. The contract details are listed below.

Beginning August 1, 2017 all active PCA Choice, CDCS and CSG workers began earning one hour of PTO for every 43 hours worked. Additionally, workers will receive pay for work on a holiday.

A worker shall be at 1.5 times his or her normal rate of pay for all hours worked on the following holidays on these dates only:

- New Year's Day, January 1, 2019
- Martin Luther King Day, January 21, 2019
- Memorial Day, May 27, 2019
- Labor Day, September 2, 2019
- Thanksgiving Day, November 28, 2019

MRCI is required to track your number of hours worked and report this information to SEIU Healthcare after each pay period. The expectation from SEIU is that all new employees hired after July 1, 2015 will need to work the required 600 hours before using accrued PTO. Workers **can carry over up to 80 hours of PTO from one State fiscal year to the next**. The State's fiscal year is July 1 to June 30. Any hours earned over 80 hours not used at the end of the State fiscal year will be lost.

### Procedure:

You are required to get permission from the client or representative to use PTO. You must complete the MRCI PTO request form available on our website: [www.MRCICDS.org](http://www.MRCICDS.org), have the form signed by the client or representative, and turn it in with your timecard for the pay period in which you are using PTO.

### Frequently Asked Questions:

- Q.** Will PTO hours count toward overtime?  
**A.** No, overtime is only calculated on actual hours worked.
- Q.** I am a paid parent of a minor (or spouse) and I am limited to 40 hours a week. If I take PTO do I have to reduce my hours that week?  
**A.** No, PTO does not count toward the maximum of 40 hours in a work week for paid parents of minors or spouses.
- Q.** Can I use PTO hours when the client is hospitalized?  
**A.** Yes, you will need to fill out the PTO Request Form and check the box that says "I am requesting use of \_\_\_\_\_ hours of PTO while the participant is in the hospital."
- Q.** If I provide services to more than one client, who approves PTO requests?  
**A.** You should obtain permission from each client/representative for whom you are scheduled to work during the period in which you want to take time off.
- Q.** Who do I contact if I have questions about the Union?  
**A.** You can contact the Member Action Center at 1-800-828-0206 or email them at [MAC@seiuhealthcaremn.org](mailto:MAC@seiuhealthcaremn.org).



## Travel Time Notice 2019

**Travel Time:** This is time that must be paid to a worker when this person works at multiple work sites (e.g. client homes) in a single work day, for the same employer.

- Travel between jobs for different employers is NOT paid.
- Travel from home to work or from work to home is NOT paid.
- Travel time can be paid ONLY when traveling between work sites on the same day:

**Example:** Driving 30 minutes between the private homes of two clients for the same employer (MRCI).

The employee worked 8am-11am for Client A, drove 30 minutes to the home of Client B, then worked 12pm-3pm. Hours worked: 3 with Client A; 3 with Client B; and .5 hours of travel time. *Special travel time timesheet must be used: see link below.*

**PLEASE NOTE** that the sum of all of your direct service hours plus travel time should not exceed 40 hours in a calendar week.

Please contact MRCI if you travel between client homes during your work week or have questions around travel time. There is a travel time timesheet available on our website under program forms (see [www.MRCICDS.org](http://www.MRCICDS.org)).

MRCI will pay travel time hours at minimum wage and funds will not come from client's budget.

12/2018

Office Hours:  
Monday – Friday 8a-4:30p

1961 Premier Drive, Suite 318  
Mankato, MN 56001

[www.MRCICDS.org](http://www.MRCICDS.org)

## BACKGROUND STUDY NOTICE OF PRIVACY PRACTICES

Because the Department of Human Services (DHS) is asking you to provide private information, you have privacy rights under the Minnesota Government Data Practices Act. This law protects your privacy, but also allows DHS to give information about you to others when the law requires it. This notice describes how your private information may be used and disclosed, and how you may access your information.

### Why is DHS asking me for my private information?

A background study from the Department of Human Services (DHS) is required for your job or position. Private information is needed to conduct the background study.

### How will I be notified that a background study was submitted on me?

DHS will mail you a notice within three working days after a request for a background study is submitted on you. The notice will contain the background study result or let you know that more time is needed to complete the background study. The notice will also identify the entity that submitted the background study request.

### What information must I provide to complete the background study?

You are required to provide enough information to ensure an accurate and complete background study. This includes your:

- first, middle, and last name and all names you have ever been known by or used;
- current home address, city, zip code, and state of residence;
- previous home addresses, city, county, and states of residence for the last five years;
- sex and date of birth;
- driver's license or other identification number, and;
- fingerprints and a photograph, as required by law .

### How will the information that I give be used?

The information will be used to perform a background study that will include a check to determine whether you have any criminal records and/or have been found responsible for substantiated maltreatment of a vulnerable adult or child. Background study data is classified as "private data" and cannot be shared without your consent except as explained in this notice.

### What may happen if I provide the information?

You could be disqualified from positions that require a DHS background study if you are found to have committed certain crimes, been determined responsible for maltreatment of a vulnerable adult or child, or have other records that require a disqualification. If you do not have a disqualifying record, you will be cleared for your job or position.

### What if I refuse to provide the information?

You will be disqualified if you refuse to provide information to complete an accurate background study. You will not be able to work in a position that requires a DHS background study.

### Who will DHS give my information to?

DHS will only share information about you as needed and as allowed or required by law. The identifying information you provide will be shared with the Minnesota Bureau of Criminal Apprehension and in some cases the Federal Bureau of Investigation (FBI). If there is reasonable cause to believe that other agencies may have information related to a disqualification, your identifying information may also be shared with:

- county attorneys, sheriffs, and agencies;
- courts and juvenile courts;
- local police;
- the Office of the Attorney General, and;
- agencies with criminal record information systems in other states.

### What information will DHS share with the entity that requested my background study?

The entity that requested the background study will be notified of your background study determination.

If you are disqualified, the entity will not be told the reason unless you were disqualified for refusing to cooperate with the background study or for substantiated maltreatment of a minor or vulnerable adult.

### What other entities might DHS share information with?

Information about your Background study may be shared with:

- the Minnesota Department of Health;
- the Minnesota Department of Corrections;
- the Office of the Attorney General;
- MNSure, and;
- health-related licensing boards.

## What if my disqualification is set aside?

If you request reconsideration of your disqualification and your disqualification is set aside, the entity that requested the background study will be informed of the reason(s) for your disqualification unless the law states otherwise. DHS will provide information about the decision to set aside your disqualification if the entity requests it.

Unless prohibited by law, your name and the reason(s) for your disqualification will become public data if your set aside is for:

- a child care center or a family child care provider licensed under chapter 245A; or,
- an offense identified in section 245C.15, subdivision 2.

For future background studies submitted by entities that provide the same type of services as the services you were set aside for, the set aside will apply unless:

- you were disqualified for an offense in section 245C.15, subdivision 1 or 2; or,
- DHS receives additional information indicating that you pose a risk of harm; or,
- your set aside was limited to a specific person receiving services.

In addition, those entities will be informed of the reason(s) for your disqualification unless prohibited by law.

## Will my fingerprints be kept?

DHS and the Bureau of Criminal Apprehension will not keep your fingerprints. If an FBI check is required for your background study, the Federal Bureau of Investigation (FBI) may keep your fingerprints and may use them for other purposes in accordance with state and federal law.

## What information can the fingerprint and photo site view and keep?

The fingerprint and photo site can view identifying information to verify your identity. The fingerprint and photo site will not keep your fingerprints, photo, or most other information. The fingerprint and photo site can keep your name and the date and time your fingerprints were recorded and sent, for auditing and billing purposes.

## Who can see my photo?

Your photo will be kept by DHS. If you provide your social security number to allow your background study to be transferable to future entities, your photo will be available to those entities to verify your identity.

## What are my rights about the information you have about me?

- You may ask if we have information about you and request in writing to get copies. You may have to pay for copies.
- You may give other people permission to see and have copies of private information about you.
- You may ask (in writing) for a report that lists the entities that submitted a background study request on you.
- You may ask in writing that the information used to complete your background study be destroyed. The information will be destroyed if you have:

- (1) not been affiliated with any entity for the previous two years, and;
- (2) no current disqualifying characteristic(s).

Please send all written requests to:

Minnesota Department of Human Services  
Background Studies Division  
NETStudy 2.0 Coordinator  
PO Box 64242  
St. Paul, MN 55164-0242

## How long will DHS keep my background study information?

DHS will destroy:

- your photo when you have not been affiliated with an entity for two years.
- any background data collected on a you after two years following your death or 90 years after your date of birth, except when readily available data indicates that you are still living.

## What is the legal authority for DHS to conduct background studies?

Background studies are completed by DHS according to the requirements in Minnesota Statutes, chapter 245C. Background studies are authorized under Minnesota Statutes, sections 256B.0943, subdivision 5a; 256B.0659, subdivision 11(a)(3); 241.021, subdivision 6(a); 144.057, subdivision 1; 518.165, subdivision 4, 524.5-118; and 626.559 subdivision 1b.

## What if I think my privacy rights have been violated?

You may report a complaint if you believe your privacy rights have been violated. If you think that the Minnesota Department of Human Services violated your privacy rights, you may send a written complaint to the Minnesota Department of Human Services, Privacy Official at:

Minnesota Department of Human Services  
Privacy Official  
PO Box 64998  
St. Paul, MN 55164-0998

*Para información en español, visite [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington DC 20552.*

## **A Summary of Your Rights Under the Fair Credit Reporting Act**

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment - or to take another adverse action against you - must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
  - a person has taken adverse action against you because of information in your credit report;
  - you are the victim of identity theft and place a fraud alert in your file;
  - your file contains inaccurate information as a result of fraud;
  - you are on public assistance;
  - you are unemployed but expect to apply for employment within 60 days.
- In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for additional information.
- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for an explanation of dispute procedures.

- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need -- usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).
- **You may limit "prescreened" offers of credit and insurance you get based on information in your credit report.** Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-567-8688.
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

**States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For Information about your Federal rights contact:**

<b>TYPE OF BUSINESS:</b>	<b>CONTACT:</b>
<p>1. a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates.</p> <p>b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:</p>	<p>a. Consumer Financial Protection Bureau 1700 G Street NW Washington, DC 20552</p> <p>b. Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877) 382-4357</p>
<p>2. To the extent not included in item 1 above:</p> <p>a. National banks, federal savings associations and federal branches and federal agencies of foreign banks</p> <p>b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act</p> <p>c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations</p> <p>d. Federal Credit Unions</p>	<p>a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050</p> <p>b. Federal Reserve Consumer Help Center PO Box 1200 Minneapolis, MN 55480</p> <p>c. FDIC Consumer Response Center 1100 Walnut St., Box #11 Kansas City, MO 64106</p> <p>d. National Credit Union Administration Office of Consumer Protection (OCP) Division of Consumer Compliance and Outreach (DCCO) 1775 Duke Street Alexandria, VA 22314</p>
<p>3. Air carriers</p>	<p>Asst. General Counsel for Aviation Enforcement &amp; Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, S.E. Washington, DC 20590</p>
<p>4. Creditors Subject to Surface Transportation Board</p>	<p>Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street, S.W. Washington, DC 20423</p>
<p>5. Creditors Subject to Packers and Stockyards Act, 1921</p>	<p>Nearest Packers and Stockyards Administration area Supervisor</p>
<p>6. Small Business Investment Companies</p>	<p>Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, SW, 8<sup>th</sup> Floor Washington, DC 20416</p>
<p>7. Brokers and Dealers</p>	<p>Securities and Exchange Commission 100 F Street, N.E. Washington, DC 20549</p>
<p>8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks and Production Credit Associations</p>	<p>Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090</p>
<p>9. Retailers, Finance Companies, and All Other Creditors Not Listed Above</p>	<p>FTC Regional Office for region in which the creditor operates <u>or</u> Federal Trade Commission: Consumer Response Center - FCRA Washington, DC 20580 (877) 382-4357</p>



## ACCEPTABLE FORMS OF IDENTIFICATION FOR DHS BACKGROUND STUDIES

Entities that initiate background studies are required by law to verify the background study subject's identity and document completion in NETStudy 2.0. This is a summary of acceptable forms of identification to be used for DHS background studies.

### Primary Identification Document

When a background study subject has a valid\* picture identification listed below use this document for identity verification:

- State Issued Driver's License – the issuing authority must be a U.S. state or territory;
- State-Issued Identification Card – the issuing authority must be a U.S. state or territory;
- U.S. Passport or U.S. Passport Card.

**\*Valid documentation:** Only unexpired, original documentation is acceptable, except when a background study subject presents an acceptable receipt for a primary or secondary identification document. There are three types of acceptable receipts:

1. A receipt showing that the subject has applied to replace the primary or secondary identification document;
2. The arrival portion of Form I-94/I-94A with a temporary I-551 stamp and photograph of the individual;
3. The departure portion of Form I-94/I-94A with a refugee admission stamp.

### Secondary Identification Document

If a background study subject does not have a valid picture identification listed above, the following valid\* documentation of a secondary identification may be used for identity verification:

- School ID card that includes a photograph.
- Voter's registration card.
- U.S. military card or draft record.
- Military dependent's ID card.
- U.S. Coast Guard Merchant Mariners Document (MMD) Card.
- Native American tribal document.
- Permanent Resident Card or Alien Registration Receipt Card (Form I-551).
- Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa (MRIV).
- Foreign passport with special documents issued by the Commonwealth of Northern Mariana Islands (CNMI).
- Employment Authorization Document (Card) that contains a photograph (Form I-766).





## Minnesota Department of **Human Services**

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- Driver's license issued by a Canadian government authority or a consular identification card issued by the Government of Mexico or other proof of identification issued by another government that is substantially similar and that DHS determines is acceptable proof.
- Passport from the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or Form I-94A showing nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI.
- ID card issued by federal, state, or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address.
- Foreign passport with Form I-94 or Form I-94A, Arrival/Departure Report bearing the same name as the passport and containing an endorsement of the alien's nonimmigrant status that authorizes such alien to work for a specific employer incident to this status. This document may only be used if the period of endorsement has not yet expired.

### Exceptions – People Under Age 18

People under 18 who are unable to present a picture identification document listed in the Primary Identification Document section may present the following acceptable secondary identification documents:

- School record or report card;
- Clinic, doctor, or hospital record;
- Day-care or nursery school record.

**\*Valid documentation:** Only unexpired, original documentation is acceptable, except when a background study subject presents an acceptable receipt for a primary or secondary identification document. There are three types of acceptable receipts:

1. A receipt showing that the subject has applied to replace the primary or secondary identification document;
2. The arrival portion of Form I-94/I-94A with a temporary I-551 stamp and photograph of the individual;
3. The departure portion of Form I-94/I-94A with a refugee admission stamp.

### Legal References

- Information required to be provided by background study subjects; *See* Minnesota Statutes, section 245C.05, subd. 1.
- Information required to be verified by the entity initiating the background study; *See* Minnesota – the issuing authority must be a U.S. state or territory.
- Statutes, section 245C.05, subd. 2 (a).



## **FINGERPRINT AND PHOTO INFORMATION FOR DHS BACKGROUND STUDY SUBJECTS**

### **Why am I required to have a background study?**

State law requires that people who will provide services to children and vulnerable adults, in certain health and human service and child care settings, have a background study completed by the Minnesota Department of Human Services (DHS).

### **Are fingerprints and a photograph required?**

Yes. State law passed in 2014 requires background study subjects to be fingerprinted and photographed. Fingerprint-based background studies will result in faster and more accurate background study determinations.

### **What information do I have to provide?**

You must provide your full name and any prior names, including names and aliases by which you previously have been known. You also must provide your date of birth, address, sex, eye color and hair color, height, weight, and place of birth. You do not have to provide your Social Security number (SSN) unless you want your background study determination to be available to another entity in the future. If you do not provide your SSN you will need to be fingerprinted and photographed again for your next background study.

### **Why do I have to provide so much personal information?**

The information is required by the Minnesota Bureau of Criminal Apprehension (BCA) and the FBI to complete a fingerprint-based background study.

### **How will my photograph be used?**

Your photo will be used to verify your identity; it stays in the DHS system. It will be available to the entity that submitted your background study request to prove that you were the person who was fingerprinted. It will also be available to entities to which you give permission to view your background study determination.

### **Can a background study from another agency be used in place of the DHS study?**

No. Background studies completed either for or by another agency cannot be used in place of a DHS background study. DHS background studies include reviews of county and state child and vulnerable adult maltreatment determinations and Minnesota Court Information System records.

### **Can I submit fingerprints from another agency for my DHS background study?**

No. Fingerprints recorded by any other sources cannot be used for your DHS background study. Your fingerprints and photo must be taken at a DHS authorized location. The locations are operated by 3M Cogent (<http://www.cogentid.com>).

### **Is there a time limit for being fingerprinted and photographed?**

You have up to 14 calendar days from the day your background study request was submitted by an entity. The deadline will be printed on the fingerprint authorization form which will be given to you by the entity that submitted your background study request.

### **Do I have to be fingerprinted again?**

In most cases, you will only be required to be fingerprinted once if you choose to provide your SSN. Future employers will be able to view your background study determination if you give them your SSN. If you do not provide your SSN you will need to be fingerprinted and photographed again for your next background study.

### **Where can I find more information?**

You can find more information on the DHS Background Study website by going to <http://www.mn.gov/dhs> and selecting General Public > Office of Inspector General > Background Studies. You can find more information about fingerprint and photo service locations at <http://www.cogentid.com>.

## Agreement Summary

As an individual support worker, you are providing health care services to individuals. We require your enrollment in the Minnesota Health Care Programs (MHCP) so that you are represented on the claim as the person who provided the services. Knowing that a qualified individual provided the service ensures the safety of the people that the Minnesota Department of Human Services serves. It also allows the Department to perform auditing and tracking of services which protects against double-billing and other types of fraud. Before enrollment is approved, MHCP must make certain that:

1. There is no legal or other reason why you shouldn't provide these services,
2. You understand what is necessary to properly provide these services, and
3. You understand the need to protect the privacy of the people you care for.

To help ensure that each of these conditions is met, MHCP requires that you agree to the terms in the attached Provider Agreement. In general, this agreement requires that you:

- A. Provide documents to your employer about the services you provide.
- B. Provide documents to MHCP or other state and federal agencies related to the services you provide, when requested.
- C. Comply with federal and state laws about the services you provide.
- D. Accept payment made to your employer as payment in full for the services you provide. You cannot ask for nor accept additional payment from the client.
- E. Disclose any criminal convictions you have related to Medicare, Medicaid, or title XX services.
- F. Not discriminate against individuals because of their race, color, national origin, sex, age, religion or disability when you provide these services.
- G. Provide the same quality of service to persons receiving public assistance as those who don't receive such assistance.
- H. If you are enrolled to provide and bill for other services, you must continue to follow the requirements of the agreement you signed when you enrolled for those services. The terms of that agreement are different than the terms in the attached agreement.
- I. Comply with federal requirements about advance directives. An advance directive is written instruction, such as a living will, to give a patient control over medical treatment decisions.
- J. Properly protect private information about the people to whom you provide services, especially their health information.
- K. Don't disclose the private information of someone for whom you provide services, unless it is needed for your work. This includes not discussing someone's private information unless your job requires it. Also, ensure that the information could not be accessed by someone who does not have permission to see it. This includes not leaving paperwork out where others can see it, and not sending private information over the internet.
- L. Understand that this agreement may be canceled if you violate its terms. If this agreement is canceled, you must properly dispose of any private information you have about the people you serve so that it is not discovered by someone who does not have permission to see it.
- M. Understand that by signing this agreement, you are agreeing to protect any private information you come in contact with in your job. When you protect private information, you are complying with federal and state laws, and you help the Department comply with these laws, as well.

This is a basic description of the terms of this agreement. By signing this agreement, you are agreeing to be legally bound by all of its terms. If you have questions about it, you should get answers to them before signing this agreement. If you need or want legal advice, you should contact your own attorney. For more information, please call 651-431-2700.



# Instructions for Form I-9, Employment Eligibility Verification

Department of Homeland Security  
U.S. Citizenship and Immigration Services

USCIS  
Form I-9

OMB No. 1615-0047  
Expires 08/31/2019

**Anti-Discrimination Notice.** It is illegal to discriminate against work-authorized individuals in hiring, firing, recruitment or referral for a fee, or in the employment eligibility verification (Form I-9 and E-Verify) process based on that individual's citizenship status, immigration status or national origin. Employers **CANNOT** specify which document(s) the employee may present to establish employment authorization and identity. The employer must allow the employee to choose the documents to be presented from the Lists of Acceptable Documents, found on the last page of Form I-9. The refusal to hire or continue to employ an individual because the documentation presented has a future expiration date may also constitute illegal discrimination. For more information, call the Immigrant and Employee Rights Section (IER) in the Department of Justice's Civil Rights Division at 1-800-255-7688 (employees), 1-800-255-8155 (employers), or 1-800-237-2515 (TTY), or visit <https://www.justice.gov/crt/immigrant-and-employee-rights-section>.

## What is the Purpose of This Form?

Employers must complete Form I-9 to document verification of the identity and employment authorization of each new employee (both citizen and noncitizen) hired after November 6, 1986, to work in the United States. In the Commonwealth of the Northern Mariana Islands (CNMI), employers must complete Form I-9 to document verification of the identity and employment authorization of each new employee (both citizen and noncitizen) hired after November 27, 2011.

## General Instructions

Both employers and employees are responsible for completing their respective sections of Form I-9. For the purpose of completing this form, the term "employer" means all employers, including those recruiters and referrers for a fee who are agricultural associations, agricultural employers, or farm labor contractors, as defined in section 3 of the Migrant and Seasonal Agricultural Worker Protection Act, Public Law 97-470 (29 U.S.C. 1802). An "employee" is a person who performs labor or services in the United States for an employer in return for wages or other remuneration. The term "Employee" does not include those who do not receive any form of remuneration (volunteers), independent contractors or those engaged in certain casual domestic employment. Form I-9 has three sections. Employees complete Section 1. Employers complete Section 2 and, when applicable, Section 3. Employers may be fined if the form is not properly completed. See 8 USC § 1324a and 8 CFR § 274a.10. Individuals may be prosecuted for knowingly and willfully entering false information on the form. Employers are responsible for retaining completed forms. **Do not mail completed forms to U.S. Citizenship and Immigration Services (USCIS) or Immigration and Customs Enforcement (ICE).**

These instructions will assist you in properly completing Form I-9. The employer must ensure that all pages of the instructions and Lists of Acceptable Documents are available, either in print or electronically, to all employees completing this form. When completing the form on a computer, the English version of the form includes specific instructions for each field and drop-down lists for universally used abbreviations and acceptable documents. To access these instructions, move the cursor over each field or click on the question mark symbol (❓) within the field. Employers and employees can also access this full set of instructions at any time by clicking the Instructions button at the top of each page when completing the form on a computer that is connected to the Internet.

Employers and employees may choose to complete any or all sections of the form on paper or using a computer, or a combination of both. Forms I-9 obtained from the USCIS website are not considered electronic Forms I-9 under DHS regulations and, therefore, cannot be electronically signed. Therefore, regardless of the method you used to enter information into each field, you must print a hard copy of the form, then sign and date the hard copy by hand where required.

Employers can obtain a blank copy of Form I-9 from the USCIS website at <https://www.uscis.gov/sites/default/files/files/form/i-9.pdf>. This form is in portable document format (.pdf) that is fillable and savable. That means that you may download it, or simply print out a blank copy to enter information by hand. You may also request paper Forms I-9 from USCIS.

Certain features of Form I-9 that allow for data entry on personal computers may make the form appear to be more than two pages. When using a computer, Form I-9 has been designed to print as two pages. Using more than one preparer and/or translator will add an additional page to the form, regardless of your method of completion. You are not required to print, retain or store the page containing the Lists of Acceptable Documents.

The form will also populate certain fields with N/A when certain user choices ensure that particular fields will not be completed. The Print button located at the top of each page that will print any number of pages the user selects. Also, the Start Over button located at the top of each page will clear all the fields on the form.

The Spanish version of Form I-9 does not include the additional instructions and drop-down lists described above. Employers in Puerto Rico may use either the Spanish or English version of the form. Employers outside of Puerto Rico must retain the English version of the form for their records, but may use the Spanish form as a translation tool. Additional guidance to complete the form may be found in the [Handbook for Employers: Guidance for Completing Form I-9 \(M-274\)](#) and on USCIS' Form I-9 website, [I-9 Central](#).

## Completing Section I: Employee Information and Attestation

You, the employee, must complete each field in Section 1 as described below. Newly hired employees must complete and sign Section 1 no later than the first day of employment. Section 1 should never be completed before you have accepted a job offer.

### Entering Your Employee Information

**Last Name (Family Name):** Enter your full legal last name. Your last name is your family name or surname. If you have two last names or a hyphenated last name, include both names in the Last Name field. *Examples of correctly entered last names include De La Cruz, O'Neill, Garcia Lopez, Smith-Johnson, Nguyen.* If you only have one name, enter it in this field, then enter "Unknown" in the First Name field. You may not enter "Unknown" in both the Last Name field and the First Name field.

**First Name (Given Name):** Enter your full legal first name. Your first name is your given name. *Some examples of correctly entered first names include Jessica, John-Paul, Tae Young, D'Shaun, Mai.* If you only have one name, enter it in the Last Name field, then enter "Unknown" in this field. You may not enter "Unknown" in both the First Name field and the Last Name field.

**Middle Initial:** Your middle initial is the first letter of your second given name, or the first letter of your middle name, if any. If you have more than one middle name, enter the first letter of your first middle name. If you do not have a middle name, enter N/A in this field.

**Other Last Names Used:** Provide all other last names used, if any (e.g., maiden name). Enter N/A if you have not used other last names. For example, if you legally changed your last name from Smith to Jones, you should enter the name Smith in this field.

**Address (Street Name and Number):** Enter the street name and number of the current address of your residence. If you are a border commuter from Canada or Mexico, you may enter your Canada or Mexico address in this field. If your residence does not have a physical address, enter a description of the location of your residence, such as "3 miles southwest of Anytown post office near water tower."

**Apartment:** Enter the number(s) or letter(s) that identify(ies) your apartment. If you do not live in an apartment, enter N/A.

**City or Town:** Enter your city, town or village in this field. If your residence is not located in a city, town or village, enter your county, township, reservation, etc., in this field. If you are a border commuter from Canada, enter your city and province in this field. If you are a border commuter from Mexico, enter your city and state in this field.

**State:** Enter the abbreviation of your state or territory in this field. If you are a border commuter from Canada or Mexico, enter your country abbreviation in this field.

**ZIP Code:** Enter your 5-digit ZIP code. If you are a border commuter from Canada or Mexico, enter your 5- or 6-digit postal code in this field.

**Date of Birth:** Enter your date of birth as a 2-digit month, 2-digit day, and 4-digit year (mm/dd/yyyy). For example, enter January 8, 1980 as 01/08/1980.

**U.S. Social Security Number:** Providing your 9-digit Social Security number is voluntary on Form I-9 unless your employer participates in E-Verify. If your employer participates in E-Verify and:

1. You have been issued a Social Security number, you must provide it in this field; or
2. You have applied for, but have not yet received a Social Security number, leave this field blank until you receive a Social Security number.

**Employee's E-mail Address (Optional):** Providing your e-mail address is optional on Form I-9, but the field cannot be left blank. To enter your e-mail address, use this format: name@site .domain. One reason Department of Homeland Security (DHS) may e-mail you is if your employer uses E-Verify and DHS learns of a potential mismatch between the information provided and the information in government records. This e-mail would contain information on how to begin to resolve the potential mismatch. You may use either your personal or work e-mail address in this field. Enter N/A if you do not enter your e-mail address.

**Employee's Telephone Number (Optional):** Providing your telephone number is optional on Form I-9, but the field cannot be left blank. If you enter your area code and telephone number, use this format: 000-000-0000. Enter N/A if you do not enter your telephone number.

### ***Attesting to Your Citizenship or Immigration Status***

You must select one box to attest to your citizenship or immigration status.

- 1. A citizen of the United States.**
- 2. A noncitizen national of the United States:** An individual born in American Samoa, certain former citizens of the former Trust Territory of the Pacific Islands, and certain children of noncitizen nationals born abroad.
- 3. A lawful permanent resident:** An individual who is not a U.S. citizen and who resides in the United States under legally recognized and lawfully recorded permanent residence as an immigrant. This term includes conditional residents. Asylees and refugees should not select this status, but should instead select "An Alien authorized to work" below.

If you select "lawful permanent resident," enter your 7- to 9-digit Alien Registration Number (A-Number), including the "A," or USCIS Number in the space provided. When completing this field using a computer, use the dropdown provided to indicate whether you have entered an Alien Number or a USCIS Number. At this time, the USCIS Number is the same as the A-Number without the "A" prefix.

- 4. An alien authorized to work:** An individual who is not a citizen or national of the United States, or a lawful permanent resident, but is authorized to work in the United States.

If you select this box, enter the date that your employment authorization expires, if any, in the space provided. In most cases, your employment authorization expiration date is found on the document(s) evidencing your employment authorization. Refugees, asylees and certain citizens of the Federated States of Micronesia, the Republic of the Marshall Islands, or Palau, and other aliens whose employment authorization does not have an expiration date should enter N/A in the Expiration Date field. In some cases, such as if you have Temporary Protected Status, your employment authorization may have been automatically extended; in these cases, you should enter the expiration date of the automatic extension in this space.

Aliens authorized to work must enter one of the following to complete Section 1:

1. Alien Registration Number (A-Number)/USCIS Number; or
2. Form I-94 Admission Number; or
3. Foreign Passport Number and the Country of Issuance

Your employer may not ask you to present the document from which you supplied this information.

**Alien Registration Number/USCIS Number:** Enter your 7- to 9-digit Alien Registration Number (A-Number), including the "A," or your USCIS Number in this field. At this time, the USCIS Number is the same as your A-Number without the "A" prefix. When completing this field using a computer, use the dropdown provided to indicate whether you have entered an Alien Number or a USCIS Number. If you do not provide an A-Number or USCIS Number, enter N/A in this field then enter either a Form I-94 Admission Number, or a Foreign Passport and Country of Issuance in the fields provided.

**Form I-94 Admission Number:** Enter your 11-digit I-94 Admission Number in this field. If you do not provide an I-94 Admission Number, enter N/A in this field, then enter either an Alien Registration Number/USCIS Number or a Foreign Passport Number and Country of Issuance in the fields provided.

**Foreign Passport Number:** Enter your Foreign Passport Number in this field. If you do not provide a Foreign Passport Number, enter N/A in this field, then enter either an Alien Number/USCIS Number or a I-94 Admission Number in the fields provided.

**Country of Issuance:** If you entered your Foreign Passport Number, enter your Foreign Passport's Country of Issuance. If you did not enter your Foreign Passport Number, enter N/A.

**Signature of Employee:** After completing Section 1, sign your name in this field. If you used a form obtained from the USCIS website, you must print the form to sign your name in this field. By signing this form, you attest under penalty of perjury (28 U.S.C. § 1746) that the information you provided, along with the citizenship or immigration status you selected, and all information and documentation you provide to your employer, is complete, true and correct, and you are aware that you may face severe penalties provided by law and may be subject to criminal prosecution for knowingly and willfully making false statements or using false documentation when completing this form. Further, falsely attesting to U.S. citizenship may subject employees to penalties, removal proceedings and may adversely affect an employee's ability to seek future immigration benefits. If you cannot sign your name, you may place a mark in this field to indicate your signature. Employees who use a preparer or translator to help them complete the form must still sign or place a mark in the Signature of Employee field on the printed form.

If you used a preparer, translator, and other individual to assist you in completing Form I-9:

- Both you and your preparer(s) and/or translator(s) must complete the appropriate areas of Section 1, and then sign Section 1. If Section 1 was completed on a form obtained from the USCIS website, the form must be printed to sign these fields. You and your preparer(s) and/or translator(s) also should review the instructions for **Completing the Preparer and/or Translator Certification** below.
- If the employee is a minor (individual under 18) who cannot present an identity document, the employee's parent or legal guardian can complete Section 1 for the employee and enter "minor under age 18" in the signature field. If Section 1 was completed on a form obtained from the USCIS website, the form must be printed to enter this information. The minor's parent or legal guardian should review the instructions for Completing the Preparer and/or Translator Certification below. Refer to the [Handbook for Employers: Guidance for Completing Form I-9 \(M-274\)](#) for more guidance on completion of Form I-9 for minors. If the minor's employer participates in E-Verify, the employee must present a list B identity document with a photograph to complete Form I-9.
- If the employee is a person with a disability (who is placed in employment by a nonprofit organization, association or as part of a rehabilitation program) who cannot present an identity document, the employee's parent, legal guardian or a representative of the nonprofit organization, association or rehabilitation program can complete Section 1 for the employee and enter "Special Placement" in this field. If Section 1 was completed on a form obtained from the USCIS website, the form must be printed to enter this information. The parent, legal guardian or representative of the nonprofit organization, association or rehabilitation program completing Section 1 for the employee should review the instructions for Completing the Preparer and/or Translator Certification below. Refer to the [Handbook for Employers: Guidance for Completing Form I-9 \(M-274\)](#) for more guidance on completion of Form I-9 for certain employees with disabilities.

**Today's Date:** Enter the date you signed Section 1 in this field. Do not backdate this field. Enter the date as a 2-digit month, 2-digit day and 4-digit year (mm/dd/yyyy). For example, enter January 8, 2014 as 01/08/2014. A preparer or translator who assists the employee in completing Section 1 may enter the date the employee signed or made a mark to sign Section 1 in this field. Parents or legal guardians assisting minors (individuals under age 18) and parents, legal guardians or representatives of a nonprofit organization, association or rehabilitation program assisting certain employees with disabilities must enter the date they completed Section 1 for the employee.

### ***Completing the Preparer and/or Translator Certification***

If you did not use a preparer or translator to assist you in completing Section 1, you, the employee, must check the box marked **I did not use a Preparer or Translator**. If you check this box, leave the rest of the fields in this area blank.

If one or more preparers and/or translators assist the employee in completing the form using a computer, the preparer and/or translator must check the box marked **"A preparer(s) and/or translator(s) assisted the employee in completing Section 1"**, then select the number of Certification areas needed from the dropdown provided. Any additional Certification areas generated will result in an additional page. [Form I-9 Supplement](#), Section 1 Preparer and/or Translator Certification can be separately downloaded from the USCIS Form I-9 webpage, which provides additional Certification areas for those completing Form I-9 using a computer who need more Certification areas than the 5 provided or those who are completing Form I-9 on paper. The first preparer and/or translator must complete all the fields in the Certification area on the same page the employee has signed. There is no limit to the number of preparers and/or translators an employee can use, but each additional preparer and/or translator must complete and sign a separate Certification area. Ensure the employee's last name, first name and middle initial are entered at the top of any additional pages. The employer must ensure that any additional pages are retained with the employee's completed Form I-9.

**Signature of Preparer or Translator:** Any person who helped to prepare or translate Section 1 of Form I-9 must sign his or her name in this field. If you used a form obtained from the USCIS website, you must print the form to sign your name in this field. The Preparer and/or Translator Certification must also be completed if “Individual under Age 18” or “Special Placement” is entered in lieu of the employee’s signature in Section 1.

**Today's Date:** The person who signs the Preparer and/or Translator Certification must enter the date he or she signs in this field on the printed form. Do not backdate this field. Enter the date as a 2-digit month, 2-digit day, and 4-digit year (mm/dd/yyyy). For example, enter January 8, 2014 as 01/08/2014.

**Last Name (Family Name):** Enter the full legal last name of the person who helped the employee in preparing or translating Section 1 in this field. The last name is also the family name or surname. If the preparer or translator has two last names or a hyphenated last name, include both names in this field.

**First Name (Given Name):** Enter the full legal first name of the person who helped the employee in preparing or translating Section 1 in this field. The first name is also the given name.

**Address (Street Name and Number):** Enter the street name and number of the current address of the residence of the person who helped the employee in preparing or translating Section 1 in this field. Addresses for residences in Canada or Mexico may be entered in this field. If the residence does not have a physical address, enter a description of the location of the residence, such as “3 miles southwest of Anytown post office near water tower.” If the residence is an apartment, enter the apartment number in this field.

**City or Town:** Enter the city, town or village of the residence of the person who helped the employee in preparing or translating Section 1 in this field. If the residence is not located in a city, town or village, enter the name of the county, township, reservation, etc., in this field. If the residence is in Canada, enter the city and province in this field. If the residence is in Mexico, enter the city and state in this field.

**State:** Enter the abbreviation of the state, territory or country of the preparer or translator’s residence in this field.

**ZIP Code:** Enter the 5-digit ZIP code of the residence of the person who helped the employee in preparing or translating Section 1 in this field. If the preparer or translator's residence is in Canada or Mexico, enter the 5- or 6-digit postal code.

### ***Presenting Form I-9 Documents***

Within 3 business days of starting work for pay, you must present to your employer documentation that establishes your identity and employment authorization. For example, if you begin employment on Monday, you must present documentation on or before Thursday of that week. However, if you were hired to work for less than 3 business days, you must present documentation no later than the first day of employment.

Choose which unexpired document(s) to present to your employer from the Lists of Acceptable Documents. An employer cannot specify which document(s) you may present from the Lists of Acceptable Documents. You may present either one selection from List A or a combination of one selection from List B and one selection from List C. Some List A documents, which show both identity and employment authorization, are combination documents that must be presented together to be considered a List A document: for example, the foreign passport together with a Form I-94 containing an endorsement of the alien’s nonimmigrant status and employment authorization with a specific employer incident to such status. List B documents show identity only and List C documents show employment authorization only. If your employer participates in E-Verify and you present a List B document, the document must contain a photograph. If you present acceptable List A documentation, you should not be asked to present, nor should you provide, List B and List C documentation. If you present acceptable List B and List C documentation, you should not be asked to present, nor should you provide, List A documentation. If you are unable to present a document(s) from these lists, you may be able to present an acceptable receipt. Refer to the Receipts section below.

Your employer must review the document(s) you present to complete Form I-9. If your document(s) reasonably appears to be genuine and to relate to you, your employer must accept the documents. If your document(s) does not reasonably appear to be genuine or to relate to you, your employer must reject it and provide you with an opportunity to present other documents from the Lists of Acceptable Documents. Your employer may choose to make copies of your document(s), but must return the original(s) to you. Your employer must review your documents in your physical presence.



Your employer will complete the other parts of this form, as well as review your entries in Section 1. Your employer may ask you to correct any errors found. Your employer is responsible for ensuring all parts of Form I-9 are properly completed and is subject to penalties under federal law if the form is not completed correctly.

Minors (individuals under age 18) and certain employees with disabilities whose parent, legal guardian or representative completed Section 1 for the employee are only required to present an employment authorization document from List C. Refer to the [Handbook for Employers: Guidance for Completing Form I-9 \(M-274\)](#) for more guidance on minors and certain individuals with disabilities.

### ***Receipts***

If you do not have unexpired documentation from the Lists of Acceptable Documents, you may be able to present a receipt(s) in lieu of an acceptable document(s). New employees who choose to present a receipt(s) must do so within three business days of their first day of employment. If your employer is reverifying your employment authorization, and you choose to present a receipt for reverification, you must present the receipt by the date your employment authorization expires. Receipts are not acceptable if employment lasts fewer than three business days.

There are three types of acceptable receipts:

1. A receipt showing that you have applied to replace a document that was lost, stolen or damaged. You must present the actual document within 90 days from the date of hire or, in the case of reverification, within 90 days from the date your original employment authorization expires.
2. The arrival portion of Form I-94/I-94A containing a temporary I-551 stamp and a photograph of the individual. You must present the actual Permanent Resident Card (Form I-551) by the expiration date of the temporary I-551 stamp, or, if there is no expiration date, within 1 year from the date of admission.
3. The departure portion of Form I-94/I-94A with a refugee admission stamp. You must present an unexpired Employment Authorization Document (Form I-766) or a combination of a List B document and an unrestricted Social Security Card within 90 days from the date of hire or, in the case of reverification, within 90 days from the date your original employment authorization expires.

Receipts showing that you have applied for an initial grant of employment authorization, or for renewal of your expiring or expired employment authorization, are not acceptable.

## **Completing Section 2: Employer or Authorized Representative Review and Verification**

You, the employer, must ensure that all parts of Form I-9 are properly completed and may be subject to penalties under federal law if the form is not completed correctly. Section 1 must be completed no later than the employee's first day of employment. You may not ask an individual to complete Section 1 before he or she has accepted a job offer. Before completing Section 2, you should review Section 1 to ensure the employee completed it properly. If you find any errors in Section 1, have the employee make corrections, as necessary and initial and date any corrections made.

You or your authorized representative must complete Section 2 by examining evidence of identity and employment authorization within 3 business days of the employee's first day of employment. For example, if an employee begins employment on Monday, you must review the employee's documentation and complete Section 2 on or before Thursday of that week. However, if you hire an individual for less than 3 business days, Section 2 must be completed no later than the first day of employment.

## ***Entering Employee Information from Section 1***

This area, titled, "Employee Info from Section 1" contains fields to enter the employee's last name, first name, middle initial exactly as he or she entered them in Section 1. This area also includes a Citizenship/Immigration Status field to enter the number of the citizenship or immigration status checkbox the employee selected in Section 1. These fields help to ensure that the two pages of an employee's Form I-9 remain together. When completing Section 2 using a computer, the number entered in the Citizenship/Immigration Status field provides drop-downs that directly relate to the employee's selected citizenship or immigration status.

## ***Entering Documents the Employee Presents***

You, the employer or authorized representative, must physically examine, in the employee's physical presence, the unexpired document(s) the employee presents from the Lists of Acceptable Documents to complete the Document fields in Section 2.

You cannot specify which document(s) an employee may present from these lists. If you discriminate in the Form I-9 process based on an individual's citizenship status, immigration status, or national origin, you may be in violation of the law and subject to sanctions such as civil penalties and be required to pay back pay to discrimination victims. A document is acceptable as long as it reasonably appears to be genuine and to relate to the person presenting it. Employees must present one selection from List A or a combination of one selection from List B and one selection from List C.

List A documents show both identity and employment authorization. Some List A documents are combination documents that must be presented together to be considered a List A document, such as a foreign passport together with a Form I-94 containing an endorsement of the alien's nonimmigrant status.

List B documents show identity only, and List C documents show employment authorization only. If an employee presents a List A document, do not ask or require the employee to present List B and List C documents, and vice versa. If an employer participates in E-Verify and the employee presents a List B document, the List B document must include a photograph.

If an employee presents a receipt for the application to replace a lost, stolen or damaged document, the employee must present the replacement document to you within 90 days of the first day of work for pay, or in the case of reverification, within 90 days of the date the employee's employment authorization expired. Enter the word "Receipt" followed by the title of the receipt in Section 2 under the list that relates to the receipt.

When your employee presents the replacement document, draw a line through the receipt, then enter the information from the new document into Section 2. Other receipts may be valid for longer or shorter periods, such as the arrival portion of Form I-94/I-94A containing a temporary I-551 stamp and a photograph of the individual, which is valid until the expiration date of the temporary I-551 stamp or, if there is no expiration date, valid for one year from the date of admission.

Ensure that each document is an unexpired, original (no photocopies, except for certified copies of birth certificates) document. Certain employees may present an expired employment authorization document, which may be considered unexpired, if the employee's employment authorization has been extended by regulation or a Federal Register Notice. Refer to the [Handbook for Employers: Guidance for Completing Form I-9 \(M-274\)](#) or I-9 Central for more guidance on these special situations.

Refer to the M-274 for guidance on how to handle special situations, such as students (who may present additional documents not specified on the Lists) and H-1B and H-2A nonimmigrants changing employers.

Minors (individuals under age 18) and certain employees with disabilities whose parent, legal guardian or representative completed Section 1 for the employee are only required to present an employment authorization document from List C. Refer to the M-274 for more guidance on minors and certain persons with disabilities. If the minor's employer participates in E-Verify, the minor employee also must present a List B identity document with a photograph to complete Form I-9.

You must return original document(s) to the employee, but may make photocopies of the document(s) reviewed. Photocopying documents is voluntary unless you participate in E-Verify. E-Verify employers are only required to photocopy certain documents. If you are an E-Verify employer who chooses to photocopy documents other than those you are required to photocopy, you should apply this policy consistently with respect to Form I-9 completion for all employees. For more information on the types of documents that an employer must photocopy if the employer uses E-Verify, visit E-Verify's website at [www.dhs.gov/e-verify](http://www.dhs.gov/e-verify). For non-E-Verify employers, if photocopies are made, they should be made consistently for ALL new hires and reverified employees.

Photocopies must be retained and presented with Form I-9 in case of an inspection by DHS or another federal government agency. You must always complete Section 2 by reviewing original documentation, even if you photocopy an employee's document(s) after reviewing the documentation. Making photocopies of an employee's document(s) cannot take the place of completing Form I-9. You are still responsible for completing and retaining Form I-9.

**List A - Identity and Employment Authorization:** If the employee presented an acceptable document(s) from List A or an acceptable receipt for a List A document, enter the document(s) information in this column. If the employee presented a List A document that consists of a combination of documents, enter information from each document in that combination in a separate area under List A as described below. All documents must be unexpired. If you enter document information in the List A column, you should not enter document information in the List B or List C columns. If you complete Section 2 using a computer, a selection in List A will fill all the fields in the Lists B and C columns with N/A.

**Document Title:** If the employee presented a document from List A, enter the title of the List A document or receipt in this field. The abbreviations provided are available in the dropdown when the form is completed on a computer. When completing the form on paper, you may choose to use these abbreviations or any other common abbreviation to enter the document title or issuing authority. If the employee presented a combination of documents, use the second and third Document Title fields as necessary.

Full name of List A Document	Abbreviations
U.S. Passport	U.S. Passport
U.S. Passport Card	U.S. Passport Card
Permanent Resident Card (Form I-551)	Perm. Resident Card (Form I-551)
Alien Registration Receipt Card (Form I-551)	Alien Reg. Receipt Card (Form I-551)
Foreign passport containing a temporary I-551 stamp	1. Foreign Passport 2. Temporary I-551 Stamp
Foreign passport containing a temporary I-551 printed notation on a machine-readable immigrant visa (MRIV)	1. Foreign Passport 2. Machine-readable immigrant visa (MRIV)
Employment Authorization Document (Form I-766)	Employment Auth. Document (Form I-766)
For a nonimmigrant alien authorized to work for a specific employer because of his or her status, a foreign passport with Form I/94/I-94A that contains an endorsement of the alien's nonimmigrant status	1. Foreign Passport, work-authorized non-immigrant 2. Form I-94/I94A 3. "Form I-20" or "Form DS-2019"  Note: In limited circumstances, certain J-1 students may be required to present a letter from their Responsible Officer in order to work. Enter the document title, issuing authority, document number and expiration date from this document in the Additional Information field.
Passport from the Federated States of Micronesia (FSM) with Form I-94/I-94A	1. FSM Passport with Form I-94 2. Form I-94/I94A
Passport from the Republic of the Marshall Islands (RMI) with Form I-94/I94A	1. RMI Passport with Form I-94 2. Form I-94/I94A
Receipt: The arrival portion of Form I-94/I-94A containing a temporary I-551 stamp and photograph	Receipt: Form I-94/I-94A w/I-551 stamp, photo
Receipt: The departure portion of Form I-94/I-94A with an unexpired refugee admission stamp	Receipt: Form I-94/I-94A w/refugee stamp
Receipt for an application to replace a lost, stolen or damaged Permanent Resident Card (Form I-551)	Receipt replacement Perm. Res. Card (Form I-551)
Receipt for an application to replace a lost, stolen or damaged Employment Authorization Document (Form I-766)	Receipt replacement EAD (Form I-766)
Receipt for an application to replace a lost, stolen or damaged foreign passport with Form I-94/I-94A that contains an endorsement of the alien's nonimmigrant status	1. Receipt: Replacement Foreign Passport, work-authorized nonimmigrant 2. Receipt: Replacement Form I-94/I-94A 3. Form I-20 or Form DS-2019 (if presented)
Receipt for an application to replace a lost, stolen or damaged passport from the Federated States of Micronesia with Form I-94/I-94A	1. Receipt: Replacement FSM Passport with Form I-94 2. Receipt: Replacement Form I-94/I-94A
Receipt for an application to replace a lost, stolen or damaged passport from the Republic of the Marshall Islands with Form I-94/I-94A	1. Receipt: Replacement RMI Passport with Form I-94 2. Receipt: Replacement Form I-94/I-94A

**Issuing Authority:** Enter the issuing authority of the List A document or receipt. The issuing authority is the specific entity that issued the document. If the employee presented a combination of documents, use the second and third Issuing Authority fields as necessary.

**Document Number:** Enter the document number, if any, of the List A document or receipt presented. If the document does not contain a number, enter N/A in this field. If the employee presented a combination of documents, use the second and third Document Number fields as necessary. If the document presented was a Form I-20 or DS-2019, enter the Student and Exchange Visitor Information System (SEVIS) number in the third Document Number field exactly as it appears on the Form I-20 or the DS-2019.

**Expiration Date (if any) (mm/dd/yyyy):** Enter the expiration date, if any, of the List A document. The document is not acceptable if it has already expired. If the document does not contain an expiration date, enter N/A in this field. If the document uses text rather than a date to indicate when it expires, enter the text as shown on the document, such as "D/S"(which means, "duration of status"). For a receipt, enter the expiration date of the receipt validity period as described above. If the employee presented a combination of documents, use the second and third Expiration Date fields as necessary. If the document presented was a Form I-20 or DS-2019, enter the program end date here.

**List B - Identity:** If the employee presented an acceptable document from List B or an acceptable receipt for the application to replace a lost, stolen, or destroyed List B document, enter the document information in this column. If a parent or legal guardian attested to the identity of an employee who is an individual under age 18 or certain employees with disabilities in Section 1, enter either "Individual under age 18" or "Special Placement" in this field. Refer to the Handbook for Employers: Guidance for Completing Form I-9 (M-274) for more guidance on individuals under age 18 and certain person with disabilities.

If you enter document information in the List B column, you must also enter document information in the List C column. If an employee presents acceptable List B and List C documents, do not ask the employees to present a List A document. No entries should be made in the List A column. If you complete Section 2 using a computer, a selection in List B will fill all the fields in the List A column with N/A.

**Document Title:** If the employee presented a document from List B, enter the title of the List B document or receipt in this field. The abbreviations provided are available in the dropdown when the form is completed on a computer. When completing the form on paper, you may choose to use these abbreviations or any other common abbreviations to document the document title or issuing authority.

Full name of List B Document	Abbreviations
Driver's license issued by a State or outlying possession of the United States	Driver's license issued by state/territory
ID card issued by a State or outlying possession of the United States	ID card issued by state/territory
ID card issued by federal, state, or local government agencies or entities	Government ID
School ID card with photograph	School ID
Voter's registration card	Voter registration card
U.S. Military card	U.S. Military card
U.S. Military draft record	U.S. Military draft record
Military dependent's ID card	Military dependent's ID card
U.S. Coast Guard Merchant Mariner Card	USCG Merchant Mariner card
Native American tribal document	Native American tribal document
Driver's license issued by a Canadian government authority	Canadian driver's license
School record (for persons under age 18 who are unable to present a document listed above)	School record (under age 18)
Report card (for persons under age 18 who are unable to present a document listed above)	Report card (under age 18)
Clinic record (for persons under age 18 who are unable to present a document listed above)	Clinic record (under age 18)
Doctor record (for persons under age 18 who are unable to present a document listed above)	Doctor record (under age 18)
Hospital record (for persons under age 18 who are unable to present a document listed above)	Hospital record (under age 18)
Day-care record (for persons under age 18 who are unable to present a document listed above)	Day-care record (under age 18)
Nursery school record (for persons under age 18 who are unable to present a document listed above)	Nursery school record (under age 18)

Full name of List B Document	Abbreviations
Individual under age 18 endorsement by parent or guardian	Individual under Age 18
Special placement endorsement for persons with disabilities	Special Placement
Receipt for the application to replace a lost, stolen or damaged Driver's License issued by a State or outlying possession of the United States	Receipt: Replacement driver's license
Receipt for the application to replace a lost, stolen or damaged ID card issued by a State or outlying possession of the United States	Receipt: Replacement ID card
Receipt for the application to replace a lost, stolen or damaged ID card issued by federal, state, or local government agencies or entities	Receipt: Replacement Gov't ID
Receipt for the application to replace a lost, stolen or damaged School ID card with photograph	Receipt: Replacement School ID
Receipt for the application to replace a lost, stolen or damaged Voter's registration card	Receipt: Replacement Voter reg. card
Receipt for the application to replace a lost, stolen or damaged U.S. Military card	Receipt: Replacement U.S. Military card
Receipt for the application to replace a lost, stolen or damaged Military dependent's ID card	Receipt: Replacement U.S. Military dep. card
Receipt for the application to replace a lost, stolen or damaged U.S. Military draft record	Receipt: Replacement Military draft record
Receipt for the application to replace a lost, stolen or damaged U.S. Coast Guard Merchant Mariner Card	Receipt: Replacement Merchant Mariner card
Receipt for the application to replace a lost, stolen or damaged Driver's license issued by a Canadian government authority	Receipt: Replacement Canadian DL
Receipt for the application to replace a lost, stolen or damaged Native American tribal document	Receipt: Replacement Native American tribal doc
Receipt for the application to replace a lost, stolen or damaged School record (for persons under age 18 who are unable to present a document listed above)	Receipt: Replacement School record (under age 18)
Receipt for the application to replace a lost, stolen or damaged Report card (for persons under age 18 who are unable to present a document listed above)	Receipt: Replacement Report card (under age 18)
Receipt for the application to replace a lost, stolen or damaged Clinic record (for persons under age 18 who are unable to present a document listed above)	Receipt: Replacement Clinic record (under age 18)
Receipt for the application to replace a lost, stolen or damaged Doctor record (for persons under age 18 who are unable to present a document listed above)	Receipt: Replacement Doctor record (under age 18)
Receipt for the application to replace a lost, stolen or damaged Hospital record (for persons under age 18 who are unable to present a document listed above)	Receipt: Replacement Hospital record (under age 18)
Receipt for the application to replace a lost, stolen or damaged Day-care record (for persons under age 18 who are unable to present a document listed above)	Receipt: Replacement Day-care record (under age 18)
Receipt for the application to replace a lost, stolen or damaged Nursery school record (for persons under age 18 who are unable to present a document listed above)	Receipt: Replacement Nursery school record (under age 18)

**Issuing Authority:** Enter the issuing authority of the List B document or receipt. The issuing authority is the entity that issued the document. If the employee presented a document that is issued by a state agency, include the state as part of the issuing authority.

**Document Number:** Enter the document number, if any, of the List B document or receipt exactly as it appears on the document. If the document does not contain a number, enter N/A in this field.

**Expiration Date (if any) (mm/dd/yyyy):** Enter the expiration date, if any, of the List B document. The document is not acceptable if it has already expired. If the document does not contain an expiration date, enter N/A in this field. For a receipt, enter the expiration date of the receipt validity period as described in the Receipt section above.

**List C - Employment Authorization:** If the employee presented an acceptable document from List C, or an acceptable receipt for the application to replace a lost, stolen, or destroyed List C document, enter the document information in this column. If you enter document information in the List C column, you must also enter document information in the List B column. If an employee presents acceptable List B and List C documents, do not ask the employee to present a list A document. No entries should be made in the List A column.

**Document Title:** If the employee presented a document from List C, enter the title of the List C document or receipt in this field. The abbreviations provided are available in the dropdown when the form is completed on a computer. When completing the form on paper, you may choose to use these abbreviations or any other common abbreviations to document the document title or issuing authority. If you are completing the form on a computer, and you select an Employment authorization document issued by DHS, the field will populate with List C #7 and provide a space for you to enter a description of the documentation the employee presented. Refer to the M-274 for guidance on entering List C #7 documentation.

Full name of List C Document	Abbreviations
Social Security Account Number card without restrictions	(Unrestricted) Social Security Card
Certification of Birth Abroad (Form FS-545)	Form FS-545
Certification of Report of Birth (Form DS-1350)	Form DS-1350
Consular Report of Birth Abroad (Form FS-240)	Form FS-240
Original or certified copy of a U.S. birth certificate bearing an official seal	Birth Certificate
Native American tribal document	Native American tribal document
U.S. Citizen ID Card (Form I-197)	Form I-197
Identification Card for use of Resident Citizen in the United States (Form I-179)	Form I-179
Employment authorization document issued by DHS (List C #7)	Employment Auth. document (DHS) List C #7
Receipt for the application to replace a lost, stolen or damaged Social Security Account Number Card without restrictions	Receipt: Replacement Unrestricted SS Card
Receipt for the application to replace a lost, stolen or damaged Original or certified copy of a U.S. birth certificate bearing an official seal	Receipt: Replacement Birth Certificate
Receipt for the application to replace a lost, stolen or damaged Native American Tribal Document	Receipt: Replacement Native American Tribal Doc.
Receipt for the application to replace a lost, stolen or damaged Employment Authorization Document issued by DHS	Receipt: Replacement Employment Auth. Doc. (DHS)

**Issuing Authority:** Enter the issuing authority of the List C document or receipt. The issuing authority is the entity that issued the document.

**Document Number:** Enter the document number, if any, of the List C document or receipt exactly as it appears on the document. If the document does not contain a number, enter N/A in this field.

**Expiration Date (if any) (mm/dd/yyyy):** Enter the expiration date, if any, of the List C document. The document is not acceptable if it has already expired, unless USCIS has extended the expiration date on the document. For instance, if a conditional resident presents a Form I-797 extending his or her conditional resident status with the employee's expired Form I-551, enter the future expiration date as indicated on the Form I-797. If the document has no expiration date, enter N/A in this field. For a receipt, enter the expiration date of the receipt validity period as described in the Receipt section above.

**Additional Information:** Use this space to notate any additional information required for Form I-9 such as:

- Employment authorization extensions for Temporary Protected Status beneficiaries, F-1 OPT STEM students, CAP-GAP, H-1B and H-2A employees continuing employment with the same employer or changing employers, and other nonimmigrant categories that may receive extensions of stay
- Additional document(s) that certain nonimmigrant employees may present
- Discrepancies that E-Verify employers must notate when participating in the IMAGE program
- Employee termination dates and form retention dates
- E-Verify case number, which may also be entered in the margin or attached as a separate sheet per E-Verify requirements and your chosen business process.
- Any other comments or notations necessary for the employer's business process

You may leave this field blank if the employee's circumstances do not require additional notations.

## Entering Information in the Employer Certification

**Employee's First Day of Employment:** Enter the employee's first day of employment as a 2-digit month, 2-digit day and 4-digit year (mm/dd/yyyy).

**Signature of Employer or Authorized Representative:** Review the form for accuracy and completeness. The person who physically examines the employee's original document(s) and completes Section 2 must sign his or her name in this field. If you used a form obtained from the USCIS website, you must print the form to sign your name in this field. By signing Section 2, you attest under penalty of perjury (28 U.S.C. § 1746) that you have physically examined the documents presented by the employee, the document(s) reasonably appear to be genuine and to relate to the employee named, that to the best of your knowledge the employee is authorized to work in the United States, that the information you entered in Section 2 is complete, true and correct to the best of your knowledge, and that you are aware that you may face severe penalties provided by law and may be subject to criminal prosecution for knowingly and willfully making false statements or knowingly accepting false documentation when completing this form.

**Today's Date:** The person who signs Section 2 must enter the date he or she signed Section 2 in this field. Do not backdate this field. If you used a form obtained from the USCIS website, you must print the form to write the date in this field. Enter the date as a 2-digit month, 2-digit day and 4-digit year (mm/dd/yyyy). For example, enter January 8, 2014 as 01/08/2014.

**Title of Employer or Authorized Representative:** Enter the title, position or role of the person who physically examines the employee's original document(s), completes and signs Section 2.

**Last Name of the Employer or Authorized Representative:** Enter the full legal last name of the person who physically examines the employee's original documents, completes and signs Section 2. Last name refers to family name or surname. If the person has two last names or a hyphenated last name, include both names in this field.

**First Name of the Employer or Authorized Representative:** Enter the full legal first name of the person who physically examines the employee's original documents, completes, and signs Section 2. First name refers to the given name.

**Employer's Business or Organization Name:** Enter the name of the employer's business or organization in this field.

**Employer's Business or Organization Address (Street Name and Number):** Enter an actual, physical address of the employer. If your company has multiple locations, use the most appropriate address that identifies the location of the employer. Do not provide a P.O. Box address.

**City or Town:** Enter the city or town for the employer's business or organization address. If the location is not a city or town, you may enter the name of the village, county, township, reservation, etc. that applies.

**State:** Enter the two-character abbreviation of the state for the employer's business or organization address.

**ZIP Code:** Enter the 5-digit ZIP code for the employer's business or organization address.

## Completing Section 3: Reverification and Rehires

Section 3 applies to both reverification and rehires. When completing this section, you must also complete the Last Name, First Name and Middle Initial fields in the Employee Info from Section 1 area at the top of Section 2, leaving the Citizenship/Immigration Status field blank. When completing Section 3 in either a reverification or rehire situation, if the employee's name has changed, record the new name in Block A.

### Reverification

Reverification in Section 3 must be completed prior to the earlier of:

- The expiration date, if any, of the employment authorization stated in Section 1, or
- The expiration date, if any, of the List A or List C employment authorization document recorded in Section 2 (with some exceptions listed below).

Some employees may have entered "N/A" in the expiration date field in Section 1 if they are aliens whose employment authorization does not expire, e.g. asylees, refugees, certain citizens of the Federated States of Micronesia, the Republic of the Marshall Islands, or Palau. Reverification does not apply for such employees unless they choose to present evidence of employment authorization in Section 2 that contains an expiration date and requires reverification, such as Form I-766, Employment Authorization Document.

You should not reverify U.S. citizens and noncitizen nationals, or lawful permanent residents (including conditional residents) who presented a Permanent Resident Card (Form I-551). Reverification does not apply to List B documents.

For reverification, an employee must present an unexpired document(s) (or a receipt) from either List A or List C showing he or she is still authorized to work. You CANNOT require the employee to present a particular document from List A or List C. The employee is also not required to show the same type of document that he or she presented previously. See specific instructions on how to complete Section 3 below.

### Rehires

If you rehire an employee within three years from the date that the Form I-9 was previously executed, you may either rely on the employee's previously executed Form I-9 or complete a new Form I-9.

If you choose to rely on a previously completed Form I-9, follow these guidelines.

- If the employee remains employment authorized as indicated on the previously executed Form I-9, the employee does not need to provide any additional documentation. Provide in Section 3 the employee's rehire date, any name changes if applicable, and sign and date the form.
- If the previously executed Form I-9 indicates that the employee's employment authorization from Section 1 or employment authorization documentation from Section 2 that is subject to reverification has expired, then reverification of employment authorization is required in Section 3 in addition to providing the rehire date. If the previously executed Form I-9 is not the current version of the form, you must complete Section 3 on the current version of the form.
- If you already used Section 3 of the employee's previously executed Form I-9, but are rehiring the employee within three years of the original execution of Form I-9, you may complete Section 3 on a new Form I-9 and attach it to the previously executed form.

Employees rehired after three years of original execution of the Form I-9 must complete a new Form I-9.

Complete each block in Section 3 as follows:

**Block A - New Name:** If an employee who is being reverified or rehired has also changed his or her name since originally completing Section 1 of this form, complete this block with the employee's new name. Enter only the part of the name that has changed, for example: if the employee changed only his or her last name, enter the last name in the Last Name field in this Block, then enter N/A in the First Name and Middle Initial fields. If the employee has not changed his or her name, enter N/A in each field of Block A.

**Block B - Date of Rehire:** Complete this block if you are rehiring an employee within three years of the date Form I-9 was originally executed. Enter the date of rehire in this field. Enter N/A in this field if the employee is not being rehired.

**Block C -** Complete this block if you are reverifying expiring or expired employment authorization or employment authorization documentation of a current or rehired employee. Enter the information from the List A or List C document(s) (or receipt) that the employee presented to reverify his or her employment authorization. All documents must be unexpired.

**Document Title:** Enter the title of the List A or C document (or receipt) the employee has presented to show continuing employment authorization in this field.

**Document Number:** Enter the document number, if any, of the document you entered in the Document Title field exactly as it appears on the document. Enter N/A if the document does not have a number.

**Expiration Date (if any) (mm/dd/yyyy):** Enter the expiration date, if any, of the document you entered in the Document Title field as a 2-digit month, 2-digit day, and 4-digit year (mm/dd/yyyy). If the document does not contain an expiration date, enter N/A in this field.

**Signature of Employer or Authorized Representative:** The person who completes Section 3 must sign in this field. If you used a form obtained from the USCIS website, you must print Section 3 of the form to sign your name in this field. By signing Section 3, you attest under penalty of perjury (28 U.S.C. §1746) that you have examined the documents presented by the employee, that the document(s) reasonably appear to be genuine and to relate to the employee named, that to the best of your knowledge the employee is authorized to work in the United States, that the information you entered in Section 3 is complete, true and correct to the best of your knowledge, and that you are aware that you may face severe penalties provided by law and may be subject to criminal prosecution for knowingly and willfully making false statements or knowingly accepting false documentation when completing this form.



**Today's Date:** The person who completes Section 3 must enter the date Section 3 was completed and signed in this field. Do not backdate this field. If you used a form obtained from the USCIS website, you must print Section 3 of the form to enter the date in this field. Enter the date as a 2-digit month, 2-digit day, and 4-digit year (mm/dd/yyyy). For example, enter January 8, 2014 as 01/08/2014.

**Name of Employer or Authorized Representative:** The person who completed, signed and dated Section 3 must enter his or her name in this field.

### What is the Filing Fee?

There is no fee for completing Form I-9. This form is not filed with USCIS or any government agency. Form I-9 must be retained by the employer and made available for inspection by U.S. Government officials as specified in the "USCIS Privacy Act Statement" below.

### USCIS Forms and Information

For additional guidance about Form I-9, employers and employees should refer to the *Handbook for Employers: Guidance for Completing Form I-9 (M-274)* or USCIS' Form I-9 website at <https://www.uscis.gov/i-9-central>.

You can also obtain information about Form I-9 by e-mailing USCIS at [I-9Central@dhs.gov](mailto:I-9Central@dhs.gov), or by calling 1-888-464-4218 or 1-877-875-6028 (TTY).

You may download and obtain the English and Spanish versions of Form I-9, the *Handbook for Employers*, or the instructions to Form I-9 from the USCIS website at <https://www.uscis.gov/i-9>. To complete Form I-9 on a computer, you will need the latest version of Adobe Reader, which can be downloaded for free at <http://get.adobe.com/reader/>. You may order USCIS forms by calling our toll-free number at 1-800-870-3676. You may also obtain forms and information by contacting the USCIS National Customer Service Center at 1-800-375-5283 or 1-800-767-1833 (TTY).

Information about E-Verify, a fast, free, internet-based system that allows businesses to determine the eligibility of their employees to work in the United States, can be obtained from the USCIS website at <http://www.uscis.gov/e-verify>, by e-mailing USCIS at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov) or by calling 1-888-464-4218 or 1-877-875-6028 (TTY).

Employees with questions about Form I-9 and/or E-Verify can reach the USCIS employee hotline by calling 1-888-897-7781 or 1-877-875-6028 (TTY).

### Photocopying Blank and Completed Forms I-9 and Retaining Completed Forms I-9

Employers may photocopy or print blank Forms I-9 for future use. All pages of the instructions and Lists of Acceptable Documents must be available, either in print or electronically, to all employees completing this form. Employers must retain each employee's completed Form I-9 for as long as the individual works for the employer and for a specified period after employment has ended. Employers are required to retain the pages of the form on which the employee and employer entered data. If copies of documentation presented by the employee are made, those copies must also be retained. Once the individual's employment ends, the employer must retain this form and attachments for either 3 years after the date of hire (i.e., first day of work for pay) or 1 year after the date employment ended, whichever is later. In the case of recruiters or referrers for a fee (only applicable to those that are agricultural associations, agricultural employers, or farm labor contractors), the retention period is 3 years after the date of hire (i.e., first day of work for pay).

Forms I-9 obtained from the USCIS website that are not printed and signed manually (by hand) are not considered complete. In the event of an inspection, retaining incomplete forms may make you subject to fines and penalties associated with incomplete forms.

Employers should ensure that information employees provide on Form I-9 is used only for Form I-9 purposes. Completed Forms I-9 and all accompanying documents should be stored in a safe, secure location.

Form I-9 may be generated, signed, and retained electronically, in compliance with Department of Homeland Security regulations at 8 CFR 274a.2.

## USCIS Privacy Act Statement

**AUTHORITIES:** The authority for collecting this information is the Immigration Reform and Control Act of 1986, Public Law 99-603 (8 USC § 1324a).

**PURPOSE:** This information is collected by employers to comply with the requirements of the Immigration Reform and Control Act of 1986. This law requires that employers verify the identity and employment authorization of individuals they hire for employment to preclude the unlawful hiring, or recruiting or referring for a fee, of aliens who are not authorized to work in the United States.

**DISCLOSURE:** Providing the information collected by this form is voluntary. However an employer should not continue to employ an individual without a completed form. Failure of the employer to prepare and/or ensure proper completion of this form for each employee hired in the United States after November 6, 1986 or in the Commonwealth of the Mariana Islands after November 27, 2011, may subject the employer to civil and/or criminal penalties. In addition, employing individuals knowing that they are unauthorized to work in the United States may subject the employer to civil and/or criminal penalties.

**ROUTINE USES:** This information will be used by employers as a record of their basis for determining eligibility of an employee to work in the United States. The employer must retain this form for the required period and make it available for inspection by authorized officials of the Department of Homeland Security, Department of Labor and the Department of Justice, Civil Rights Division, Immigrant and Employee Rights Section.

## Paperwork Reduction Act

An agency may not conduct or sponsor an information collection and a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. The public reporting burden for this collection of information is estimated at 35 minutes per response, when completing the form manually, and 26 minutes per response when using a computer to aid in completion of the form, including the time for reviewing instructions and completing and retaining the form. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to: U.S. Citizenship and Immigration Services, Regulatory Coordination Division, Office of Policy and Strategy, 20 Massachusetts Avenue NW, Washington, DC 20529-2140; OMB No. 1615-0047. **Do not mail your completed Form I-9 to this address.**

# New Employee Retirement Plan Notice(s)

Dear Participant,

RE: MRCI 403(b) Plan Disclosure(s) – New Employee Documents

You are receiving this memo and enclosure(s) due to being a new employee with Mankato Rehabilitation Center, Inc.. This information is being provided to you to comply with IRS and DOL Regulations. You should review the enclosure(s) carefully as they provide valuable information regarding your retirement plan.

**403(b) Universal Eligibility Notice** - Outlines the opportunity for eligible participants to participate in the retirement plan.

**404(a)(5) Notice** - Explains any fees and expenses that may be charged to your account for general administrative expenses (i.e., recordkeeping, legal, accounting, and advisory services). This notice also explains any individual fees that may be charged to your account (i.e., loan fees, distribution fees, wire fees, etc.).

**Qualified Default Investment Arrangement (QDIA) Notice** – Notifies you of your right to direct the investments of your account under the Plan in any of the investment choices explained in the investment information material provided. **However**, if you don't make an investment election, all monies will be deposited into a default investment.

**Summary Plan Description** – A plain language description of important features of your plan, for example, when you are eligible to participate, how service and benefits are calculated, when your benefits become vested, and how to file a claim for benefits.

If you have any further questions, please contact Renae Schenk at (507) 386-5718.

Thank You.

# MRCI 403(b) Universal Availability Notice

– January 2019

Eligible employees are offered the opportunity to defer into our qualified 403(b) retirement plan. Per our Plan Document, the following are eligible to contribute:

All Employees are eligible except those who normally work fewer than 20 hours per week.

Our 403(b) Plan is a tax-deferred retirement program that allows you to reduce your compensation on a pre-tax basis via a payroll-deduction.

IRS employee deferrals in 2019 cannot exceed \$19,000 or 100% of your pay, whichever is less. If you are age 50 or older by the end of next year, your deferral limit increases to \$25,000 or 100% of your pay, whichever is less.

Pre-tax amounts deferred into our 403(b), including any future investment earnings, are generally not taxed until you make a withdrawal following your termination of employment.

If you are already deferring into our 403(b) you need do nothing further, unless you wish to change the amount of your deferral. If you are not currently deferring and now wish to do so, you will need to complete the necessary paperwork, such as a salary reduction agreement (enrollment form) and beneficiary form. If you desire such forms, contact the person listed below.

Thank you for your attention.

Renae Schenk  
Human Resources Generalist  
[rschenk@mymrci.org](mailto:rschenk@mymrci.org)

507-386-5718



AMERICAN  
FUNDS®

From Capital Group

# MRCI 403(B) Plan

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**Participant Fee Disclosure**

August, 2018

# Plan-Related Information

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## Your employer offers the MRCI 403(B) Plan to help you prepare for retirement.

This document is designed to help you understand certain plan provisions, investment information and the costs associated with your plan. If you come across a term that isn't familiar to you, please take a moment to review the glossary available at [myretirement.americanfunds.com](http://myretirement.americanfunds.com).

## General Plan Information

### Your Investment Options

You can choose a target date fund using one of the American Funds Target Date Funds, or you can build your own portfolio by choosing from among the other investment options in the plan.

### Investment Instructions

To begin participating in your employer's retirement plan, you must first meet the plan's eligibility requirements and enroll. Once enrolled, you can provide investment instructions (i.e., make investment exchanges or change future contribution elections) in any of the following ways:

- **By Phone:** Call (800) 204-3731.
- **On the internet:** Go to [myretirement.americanfunds.com](http://myretirement.americanfunds.com).

**Please note:** Trading activity is monitored to ensure that trading guidelines, which are described in the prospectuses, are observed.

If you exchange or reallocate \$5,000 or more from one of the American Funds (except a money market investment or a target date investment), you must wait 30 days before you can exchange back into that same investment. Non-American Funds may have their own trading restrictions. Please see the prospectuses for details.

### Voting and Other Rights

The trustee or another plan fiduciary may vote or exercise any other rights associated with ownership of the investments held in your account.

### Designated Investment Alternatives

The "Investment-Related Information" table(s) identify and provide information about the plan's investment options.

## Administrative Expenses

### Plan-Level Expenses/Credits

The day-to-day operation of a retirement plan involves expenses for ongoing administrative services – such as plan recordkeeping, compliance and plan document services, investment services and trustee/custodial services – that are necessary for administering the plan as a whole. A retirement plan also offers a host of other services, such as a telephone voice response system, access to customer service representatives, retirement planning tools, electronic access to plan information, account statements and online transactions.

A portion of these services are paid from the plan's investments. This is reflected in each investment's expense ratio and reduces the investment returns. If an additional amount is required to cover your plan's administrative expenses, your employer expects that it will be paid from the plan's forfeiture assets or from the general assets of your employer.

The plan may also incur unexpected expenses that may be deducted from participant accounts.

If your plan's investments generate more revenue than is necessary to cover the costs of administrative services for your plan, the excess amount will be used to pay other plan expenses or allocated to participants and will appear on your quarterly statement.

### Individual Expenses

In addition to overall plan administrative expenses, there are individual service fees associated with optional features offered under your plan. Individual service fees will be charged separately if you choose to take advantage of a particular plan feature. These fees are described below.

### Loan Fees

A loan initiation fee of \$185.00 will be deducted from your loan amount. Therefore, if you'd like to receive \$1,000, you'll need to request a loan for \$1,185.00. You'll have the opportunity to repay this fee because it's included in the amortization schedule. This fee is charged for setting up the loan and providing the amortization schedule. An ongoing maintenance fee of \$90.00 per year will be deducted from your account via quarterly payments for maintaining the loan on the recordkeeping system and for monitoring the loan payments received.

### One-time Distribution/Transaction Fees

You will be charged a fee for a one-time distribution or certain other requested account transactions. The

# Plan-Related Information

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amount of the fee may vary based on the type of distribution or transaction, if applicable.

One-time distribution fee: \$85.00 per request

Rollover investments from your retirement plan into an American Funds IRA, with Capital Bank and Trust as custodian, will automatically be invested in Class A shares at no sales charge regardless of the share class available in your retirement plan. Any future contributions to the IRA will be assessed the appropriate sales charge based on the applicable break points. See the specific fund's prospectus for additional information.

## Have Questions?

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### Your Plan Contact

Renae Schenk  
**(507) 386-5718**  
[rschenk@mymrci.org](mailto:rschenk@mymrci.org)

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# The investment options in your plan

## Investment-Related Information

One way to assess an investment's results is to compare its results with those of a comparable benchmark or index. The benchmarks and their returns are shown in the table. Check your investment's annual and semi-annual reports to shareholders for more information.

You should carefully consider fees and expenses when making investment decisions. The cumulative effect of fees and expenses can substantially reduce the growth of your retirement account over time. For an example of the long-term effect of fees and expenses, visit the Employee Benefits Security Administration (EBSA) website at [www.dol.gov/ebsa/publications/401k\\_employee.html](http://www.dol.gov/ebsa/publications/401k_employee.html). However, fees and expenses are only one of many factors to consider when you evaluate your plan investment options.

Generally, there are two types of fees and expenses associated with saving and investing through a retirement plan: (1) recordkeeping and administrative fees and (2) investment expenses. The expenses related to each investment in your plan are known as the expense ratios. Expense ratios tend to vary with the investment category; for example, a money market investment will generally have a lower expense ratio than a global equity investment, which has higher costs.

The gross expense ratio reflects the investment's total annual operating expenses. It does not include any fee waivers or expense reimbursements. The net expense ratio reflects any applicable fee waivers or expense reimbursements. This is the actual expense ratio that you paid. Expense ratios are as of each investment's prospectus available at the time of publication.

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**Investments are not FDIC-insured, nor are they deposits of or guaranteed by a bank or any other entity, so they may lose value.**

**Figures shown are past results and are not predictive of future results. Current and future results may be lower or higher than those shown here. Share prices and returns will vary, so you may lose money. Investing for short periods makes losses more likely.**

Prospectuses, SAs and annual reports, if applicable, are available free of charge by calling (800) 204-3731 or on the web at [myretirement.americanfunds.com](http://myretirement.americanfunds.com).

Portfolio turnover information is included in your investments' summary prospectuses.

For additional details, go to [myretirement.americanfunds.com](http://myretirement.americanfunds.com) and select "Your Plan's Investments." When prompted, enter your plan number, 1355864-01. If you have an established log-in, you can also access investment information by logging in and selecting "Investment Lineup."

To understand the risks associated with the investments you're considering, read the numbered notes on the "Investment-Related Disclosure" page(s). There you'll also find share class and other important disclosure information.



The investment options in your plan

# Investment-Related Information

## Investment Options for Class R-2E as of 06/30/18

Investment Name Benchmark Investment Manager	Asset Class	Inception Date	Average Annual Total Returns (%)				Expense Ratios (%)		Gross Expenses per \$1,000
			Lifetime	10 Years	5 Years	1 Year	Gross	Net	
<b>Growth Investments</b>									
<b>American Funds EuroPacific Growth</b>	<b>Growth</b>	04/16/84	10.28	4.04	7.53	8.48	1.28	1.28	\$12.80
MSCI All Country World Index (ACWI) ex USA			8.76	2.54	5.99	7.28			
American Funds. Shareholder Type Fees - None. Investment footnote(s): 1,2,3,4,5,6,7,8,9,10									
<b>American Funds Growth Fund of America</b>	<b>Growth</b>	12/01/73	13.23	9.55	15.00	21.82	1.12	1.12	\$11.20
Standard & Poor's 500 Composite Index			11.04	10.17	13.42	14.37			
American Funds. Shareholder Type Fees - None. Investment footnote(s): 1,4,5,6,7,8,9,10									
<b>American Funds Growth Portfolio</b>	<b>Growth</b>	05/18/12	13.61	N/A	11.81	15.82	1.20	1.20	\$12.00
Standard & Poor's 500 Composite Index			15.28	10.17	13.42	14.37			
American Funds. Shareholder Type Fees - None. Investment footnote(s): 1,3,4,5,6,7,8,9,10,11,12,13,14									
<b>American Funds New World Fund</b>	<b>Growth</b>	06/17/99	7.56	3.13	5.90	9.58	1.44	1.44	\$14.40
MSCI All Country World Index (ACWI)			4.79	5.80	9.41	10.73			
American Funds. Shareholder Type Fees - None. Investment footnote(s): 1,3,4,5,6,7,8,9,10,11,15,16,17									
<b>BlackRock International R</b>	<b>Growth</b>	10/30/98	5.33	2.55	5.47	5.80	1.65	1.40	\$16.50
MSCI All Country World Index (ACWI) ex USA			N/A	2.54	5.99	7.28			
BlackRock. Shareholder Type Fees - None. Investment footnote(s): 1,3,4,6,7,12,14,17,18,19,20,21,22,23,24									
<b>BlackRock Mid-Cap Growth Equity R</b>	<b>Growth</b>	12/27/96	10.43	10.22	17.22	26.21	1.65	1.30	\$16.50
Standard & Poor's 500 Composite Index			8.14	10.17	13.42	14.37			
BlackRock. Shareholder Type Fees - None. Investment footnote(s): 1,6,7,12,14,18,19,21,22,25,26,27									
<b>Janus Henderson Triton R</b>	<b>Growth</b>	02/25/05	17.95	13.73	15.11	22.02	1.42	1.42	\$14.20
Standard & Poor's 500 Composite Index			8.49	10.17	13.42	14.37			
Janus Henderson. Shareholder Type Fees - None. Investment footnote(s): 1,4,5,6,7,8,9,11,12,18,19,26,28									
<b>Lord Abbett Mid Cap Stock R2</b>	<b>Growth</b>	06/28/83	7.32	7.50	8.39	1.67	1.30	1.30	\$13.00
Standard & Poor's 500 Composite Index			11.07	10.17	13.42	14.37			
Lord Abbett. Shareholder Type Fees - None. Investment footnote(s): 1,3,4,6,7,12,14,16,18,19,29,30,31,32									
<b>Victory Integrity Discovery R</b>	<b>Growth</b>	12/26/96	8.70	12.10	13.15	15.15	2.58	2.10	\$25.80
Standard & Poor's 500 Composite Index			8.14	10.17	13.42	14.37			
Victory. Shareholder Type Fees - None. Investment footnote(s): 1,4,5,6,7,11,12,14,19,30,32									

# The investment options in your plan

## Investment-Related Information

### Investment Options for Class R-2E as of 06/30/18

Investment Name Benchmark Investment Manager	Asset Class	Inception Date	Average Annual Total Returns (%)				Expense Ratios (%)		Gross Expenses per \$1,000
			Lifetime	10 Years	5 Years	1 Year	Gross	Net	
<b>Growth-and-Income Investments</b>									
<b>American Funds Fundamental Investors</b>	<b>Growth-and-income</b>	08/01/78	11.98	8.60	12.80	13.87	1.09	1.09	\$10.90
Standard & Poor's 500 Composite Index			11.68	10.17	13.42	14.37			
American Funds. Shareholder Type Fees - None. Investment footnote(s): 1,4,5,6,7,8,9,10,12									
<b>Invesco Growth and Income R</b>	<b>Growth-and-income</b>	08/01/46	9.08	8.63	10.12	7.44	1.07	1.07	\$10.70
Standard & Poor's 500 Composite Index			N/A	10.17	13.42	14.37			
Invesco. Shareholder Type Fees - None. Investment footnote(s): 1,4,6,7,9,11,18,19,20,21,25,29,30,32,33									
<b>Templeton Foreign R</b>	<b>Growth-and-income</b>	10/05/82	5.79	3.26	4.82	1.27	1.44	1.35	\$14.40
MSCI All Country World Index (ACWI) ex USA			N/A	2.54	5.99	7.28			
Franklin Templeton Investments. Shareholder Type Fees - None. Investment footnote(s): 1,3,4,6,7,9,11,14,16,18,19,20,21,23,24,32,34									
<b>Equity-Income Investments</b>									
<b>Invesco Equity and Income R</b>	<b>Equity-income</b>	08/03/60	7.95	7.71	7.99	5.00	1.06	1.05	\$10.60
Morningstar Moderate Target Risk Index			N/A	6.28	6.92	6.92			
Invesco. Shareholder Type Fees - None. Investment footnote(s): 1,4,6,7,9,11,17,18,19,20,21,25,27,29,32,33,35,36									
<b>Balanced Investments</b>									
<b>BlackRock 40/60 Target Allocation R</b>	<b>Balanced</b>	12/21/06	5.24	5.73	6.28	4.33	1.17	0.95	\$11.70
Morningstar Moderate Target Risk Index			5.75	6.28	6.92	6.92			
BlackRock. Shareholder Type Fees - None. Investment footnote(s): 1,3,4,6,7,11,12,13,14,15,17,18,19,21,22,29,37,38,39									
<b>Bond Investments</b>									
<b>Columbia Emerging Markets Bond R</b>	<b>Bond</b>	02/16/06	3.96	6.20	3.03	-2.61	1.42	1.42	\$14.20
Bloomberg Barclays U.S. Aggregate Index			4.02	3.72	2.27	-0.40			
Columbia. Shareholder Type Fees - None. Investment footnote(s): 1,3,4,6,7,9,10,15,16,19,21,23,34,40,41,42,43,44,45,46,47,48,49,50,51									
<b>Lord Abbett High Yield R2</b>	<b>Bond</b>	12/31/98	6.99	7.83	5.59	1.95	1.29	1.29	\$12.90
Bloomberg Barclays U.S. Aggregate Index			4.58	3.72	2.27	-0.40			
Lord Abbett. Shareholder Type Fees - None. Investment footnote(s): 1,3,4,6,7,12,14,15,16,17,19,21,25,30,31,34,41,51,52,53,54,55,56,57									
<b>Lord Abbett Income R2</b>	<b>Bond</b>	01/04/82	5.85	5.81	3.53	-0.16	1.18	1.18	\$11.80
Bloomberg Barclays U.S. Aggregate Index			7.70	3.72	2.27	-0.40			
Lord Abbett. Shareholder Type Fees - None. Investment footnote(s): 1,3,4,6,7,14,15,16,17,19,21,25,31,41,51,52,54,56,57,58									

# The investment options in your plan

## Investment-Related Information

### Investment Options for Class R-2E as of 06/30/18

Investment Name Benchmark Investment Manager	Asset Class	Inception Date	Average Annual Total Returns (%)				Expense Ratios (%)		Gross Expenses per \$1,000
			Lifetime	10 Years	5 Years	1 Year	Gross	Net	
<b>Bond Investments</b>									
<b>Putnam Income M</b>	<b>Bond</b>	11/01/54	5.24	5.12	2.66	2.39	1.13	1.13	\$11.30
Bloomberg Barclays U.S. Aggregate Index			N/A	3.72	2.27	-0.40			
Putnam. Shareholder Type Fees - None.									
Investment footnote(s): 1,6,7,10,15,16,17,19,20,21,22,30,41,43,44,46,51,54,59,60									
<b>Cash-Equivalent Investments</b>									
<b>American Funds U.S. Government Money Market Fund</b>	<b>Cash-equivalent</b>	05/01/09	0.03	N/A	0.05	0.26	1.13	1.13	\$11.30
USTREAS T-Bill Auction Ave 3 Mon			0.30	0.33	0.46	1.47			
American Funds. Shareholder Type Fees - None.									
The annualized seven-day SEC yield for American Funds U.S. Government Money Market Fund <sup>SM</sup> , calculated in accordance with the SEC formula, was 0.65% as of 06/30/18. The yield takes into account the reimbursements of certain expenses where applicable. Without these, the yield would have been 0.65%. The yield more accurately reflects the investment's current earnings than do the investments total returns.									
<b>Target Date Investments</b>									
<b>American Funds Target Date 2010</b>	<b>Target date</b>	02/01/07	4.06	4.78	5.44	3.56	1.13	1.13	\$11.30
S&P Target Date Through 2010 Index			4.88	5.69	5.90	5.22			
American Funds. Shareholder Type Fees - None.									
Investment footnote(s): 1,3,4,5,6,7,9,10,11,12,13,14,15,16,17,21,40,54,56,61									
<b>American Funds Target Date 2015</b>	<b>Target date</b>	02/01/07	4.33	5.07	6.02	4.18	1.12	1.12	\$11.20
S&P Target Date Through 2015 Index			5.16	6.17	6.81	6.22			
American Funds. Shareholder Type Fees - None.									
Investment footnote(s): 1,3,4,5,6,7,9,10,11,12,13,14,15,16,17,21,40,54,56,61									
<b>American Funds Target Date 2020</b>	<b>Target date</b>	02/01/07	4.66	5.53	6.82	5.47	1.14	1.14	\$11.40
S&P Target Date Through 2020 Index			5.30	6.48	7.58	6.99			
American Funds. Shareholder Type Fees - None.									
Investment footnote(s): 1,3,4,5,6,7,9,10,11,12,13,14,15,16,17,21,40,54,56,61									
<b>American Funds Target Date 2025</b>	<b>Target date</b>	02/01/07	5.33	6.36	7.97	7.15	1.16	1.16	\$11.60
S&P Target Date Through 2025 Index			5.62	6.94	8.37	7.97			
American Funds. Shareholder Type Fees - None.									
Investment footnote(s): 1,3,4,5,6,7,9,10,11,12,13,14,15,16,17,21,40,54,56,61									
<b>American Funds Target Date 2030</b>	<b>Target date</b>	02/01/07	5.94	7.05	9.07	9.10	1.18	1.18	\$11.80
S&P Target Date Through 2030 Index			5.89	7.29	8.99	9.02			
American Funds. Shareholder Type Fees - None.									
Investment footnote(s): 1,3,4,5,6,7,9,10,11,12,13,14,15,16,17,21,40,54,56,61									

The investment options in your plan

# Investment-Related Information

## Investment Options for Class R-2E as of 06/30/18

Investment Name Benchmark Investment Manager	Asset Class	Inception Date	Average Annual Total Returns (%)				Expense Ratios (%)		Gross Expenses per \$1,000
			Lifetime	10 Years	5 Years	1 Year	Gross	Net	
<b>Target Date Investments</b>									
<b>American Funds Target Date 2035</b>	<b>Target date</b>	02/01/07	6.25	7.38	9.83	11.09	1.19	1.19	\$11.90
S&P Target Date Through 2035 Index			6.03	7.50	9.51	9.96			
American Funds. Shareholder Type Fees - None.									
Investment footnote(s): 1,3,4,5,6,7,9,10,11,12,13,14,15,16,17,21,40,54,56,61									
<b>American Funds Target Date 2040</b>	<b>Target date</b>	02/01/07	6.39	7.56	10.14	11.79	1.20	1.20	\$12.00
S&P Target Date Through 2040 Index			6.16	7.67	9.89	10.68			
American Funds. Shareholder Type Fees - None.									
Investment footnote(s): 1,3,4,5,6,7,9,10,11,12,13,14,15,16,17,21,40,54,56,61									
<b>American Funds Target Date 2045</b>	<b>Target date</b>	02/01/07	6.47	7.64	10.32	12.23	1.20	1.20	\$12.00
S&P Target Date Through 2045 Index			6.14	7.66	10.08	10.93			
American Funds. Shareholder Type Fees - None.									
Investment footnote(s): 1,3,4,5,6,7,9,10,11,12,13,14,15,16,17,21,40,54,56,61									
<b>American Funds Target Date 2050</b>	<b>Target date</b>	02/01/07	6.49	7.66	10.37	12.44	1.20	1.20	\$12.00
S&P Target Date Through 2050 Index			6.23	7.76	10.20	11.12			
American Funds. Shareholder Type Fees - None.									
Investment footnote(s): 1,3,4,5,6,7,9,10,11,12,13,14,15,16,17,21,40,54,56,62									
<b>American Funds Target Date 2055</b>	<b>Target date</b>	02/01/10	10.48	N/A	10.38	12.38	1.21	1.21	\$12.10
S&P Target Date Through 2055 Index			10.72	N/A	10.22	11.15			
American Funds. Shareholder Type Fees - None.									
Investment footnote(s): 1,3,4,5,6,7,9,10,11,12,13,14,15,16,17,21,40,54,56									
<b>American Funds Target Date 2060</b>	<b>Target date</b>	03/27/15	8.67	N/A	N/A	12.40	1.30	1.26	\$13.00
S&P Target Date Through 2060+ Index			8.27	N/A	10.25	11.30			
American Funds. Shareholder Type Fees - None.									
Investment footnote(s): 1,3,4,5,6,7,9,10,11,12,13,14,15,16,17,21,40,54,56									

# Investment-Related Disclosure

## Investment-Related Disclosure

- <sup>1</sup> The market value of the portfolio's securities may fall rapidly or unpredictably because of changing economic, political, or market conditions, which may reduce the value of the portfolio.
- <sup>2</sup> From April 16, 1984, through December 31, 1987, the MSCI EAFE (Europe, Australasia, Far East) Index was used because the MSCI ACWI (All Country World Index) ex USA did not yet exist. Since January 1, 1988, the MSCI ACWI ex USA has been used. The MSCI EAFE Index reflects dividends net of withholding taxes. The MSCI ACWI ex USA reflects dividends gross of withholding taxes through December 31, 2000, and dividends net of withholding taxes thereafter.
- <sup>3</sup> Investments in emerging- and frontier-markets securities may be subject to greater market, credit, currency, liquidity, legal, political, and other risks compared with assets invested in developed foreign countries.
- <sup>4</sup> Investments in foreign securities may be subject to increased volatility as the value of these securities can change more rapidly and extremely than can the value of U.S. securities. Foreign securities are subject to increased issuer risk because foreign issuers may not experience the same degree of regulation as U.S. issuers do and are held to different reporting, accounting, and auditing standards. In addition, foreign securities are subject to increased costs because there are generally higher commission rates on transactions, transfer taxes, higher custodial costs, and the potential for foreign tax charges on dividend and interest payments. Many
- foreign markets are relatively small, and securities issued in less-developed countries face the risks of nationalization, expropriation or confiscatory taxation, and adverse changes in investment or exchange control regulations, including suspension of the ability to transfer currency from a country. Economic, political, social, or diplomatic developments can also negatively impact performance.
- <sup>5</sup> The investment is intended to be held for a substantial period of time, and investors should tolerate fluctuations in their investment's value.
- <sup>6</sup> Because the investment's market value may fluctuate up and down, an investor may lose money, including part of the principal, when he or she buys or sells the investment.
- <sup>7</sup> The investment is not a deposit or obligation of, or guaranteed or endorsed by, any bank and is not insured by the Federal Deposit Insurance Corporation, the Federal Reserve Board, or any other U.S. governmental agency.
- <sup>8</sup> Growth securities may be subject to increased volatility as the value of these securities is highly sensitive to market fluctuations and future earnings expectations. These securities typically trade at higher multiples of current earnings than do other securities and may lose value if it appears their earnings expectations may not be met.
- <sup>9</sup> The investment is actively managed and subject to the risk that the advisor's usage of investment techniques and risk analyses to make investment decisions fails to perform as expected, which may cause the
- portfolio to lose value or underperform investments with similar objectives and strategies or the market in general.
- <sup>10</sup> A stake in any individual security is subject to the risk that the issuer of that security performs poorly, resulting in a decline in the security's value. Issuer-related declines may be caused by poor management decisions, competitive pressures, technological breakthroughs, reliance on suppliers, labor problems or shortages, corporate restructurings, fraudulent disclosures, or other factors. Additionally, certain issuers may be more sensitive to adverse issuer, political, regulatory, market, or economic developments.
- <sup>11</sup> Concentrating assets in small-capitalization stocks may subject the portfolio to the risk that those stocks underperform other capitalizations or the market as a whole. Smaller, less-seasoned companies may be subject to increased liquidity risk compared with mid- and large-cap companies and may experience greater price volatility than do those securities because of limited product lines, management experience, market share, or financial resources, among other factors.
- <sup>12</sup> The value of equity securities, which include common, preferred, and convertible preferred stocks, will fluctuate based on changes in their issuers' financial conditions, as well as overall market and economic conditions, and can decline in the event of deteriorating issuer, market, or economic conditions.
- <sup>13</sup> A portfolio's risks are closely associated with the risks of the

# Investment-Related Disclosure

securities and other investments held by the underlying or subsidiary funds, and the ability of the portfolio to meet its investment objective likewise depends on the ability of the underlying funds to meet their objectives. Investment in other funds may subject the portfolio to higher costs than owning the underlying securities directly because of their management fees.

- <sup>14</sup> Performance is subject to the risk that the advisor's asset allocation and investment strategies do not perform as expected, which may cause the portfolio to underperform its benchmark, other investments with similar objectives, or the market in general. The investment is subject to the risk of loss of income and capital invested, and the advisor does not guarantee its value, performance, or any particular rate of return.
- <sup>15</sup> Investments in below-investment-grade debt securities and unrated securities of similar credit quality, commonly known as "junk bonds" or "high-yield securities," may be subject to increased interest, credit, and liquidity risks.
- <sup>16</sup> Restricted and illiquid securities may fall in price because of an inability to sell the securities when desired. Investing in restricted securities may subject the portfolio to higher costs and liquidity risk.
- <sup>17</sup> The value of fixed-income or debt securities may be susceptible to general movements in the bond market and are subject to interest-rate and credit risk.
- <sup>18</sup> Concentrating assets in mid-capitalization stocks may subject the portfolio to the risk that those stocks underperform other capitalizations or the market as a whole. Mid-cap companies may be subject to increased liquidity risk compared with large-cap companies and may experience greater price volatility than do those securities because of more-limited product lines or financial resources, among other factors.
- <sup>19</sup> This is not one of the American Funds and is not managed by Capital Group, the investment manager for the American Funds. See the prospectus, if applicable, or your plan's financial professional for more information.
- <sup>20</sup> This fund's inception predates the inception of its primary benchmark; therefore, there is no calculation for the benchmark's lifetime result.
- <sup>21</sup> Investments in derivatives may be subject to the risk that the advisor does not correctly predict the movement of the underlying security, interest rate, market index, or other financial asset, or that the value of the derivative does not correlate perfectly with either the overall market or the underlying asset from which the derivative's value is derived. Because derivatives usually involve a small investment relative to the magnitude of liquidity and other risks assumed, the resulting gain or loss from the transaction will be disproportionately magnified. These investments may result in a loss if the counterparty to the transaction does not perform as promised.
- <sup>22</sup> Leverage transactions may increase volatility and result in a significant loss of value if a transaction fails. Because leverage usually involves investment exposure that exceeds the initial investment, the resulting gain or loss from a relatively small change in an underlying indicator will be disproportionately magnified.
- <sup>23</sup> Investments in securities from a particular country or region may be subject to the risk of adverse social, political, regulatory, or economic events occurring in that country or region. Country- or region-specific risks also include the risk that adverse securities markets or exchange rates may impact the value of securities from those areas.
- <sup>24</sup> Investments that concentrate their assets in a relatively small number of issuers, or in the securities of issuers in a particular market, industry, sector, country, or asset class, may be subject to greater risk of loss than is a more widely diversified investment.
- <sup>25</sup> Investments in convertible securities may be subject to increased interest-rate risks, rising in value as interest rates decline and falling in value when interest rates rise, in addition to their market value depending on the performance of the common stock of the issuer. Convertible securities, which are typically unrated or rated lower than other debt obligations, are secondary to debt obligations in order of priority during a liquidation in the event the issuer defaults.
- <sup>26</sup> Investing in initial public offerings may increase volatility and have a magnified impact on performance. IPO shares may be sold shortly after purchase, which can increase portfolio turnover and expenses, including commissions and transaction costs. Additionally, IPO shares are subject to increased market, liquidity, and issuer risks.
- <sup>27</sup> Investments in preferred stocks

# Investment-Related Disclosure

may be subject to the risks of deferred distribution payments, involuntary redemptions, subordination to debt instruments, a lack of liquidity compared with common stocks, limited voting rights, and sensitivity to interest-rate changes.

- <sup>28</sup> Investing in loans creates risk for the borrower, lender, and any other participants. A borrower may fail to make payments of principal, interest, and other amounts in connection with loans of cash or securities or fail to return a borrowed security in a timely manner, which may lead to impairment of the collateral provided by the borrower. Investments in loan participations may be subject to increased credit, pricing, and liquidity risks, with these risks intensified for below-investment-grade loans.
- <sup>29</sup> Concentrating assets in the real estate sector or REITs may disproportionately subject the portfolio to the risks of that industry, including loss of value because of changes in real estate values, interest rates, and taxes, as well as changes in zoning, building, environmental, and other laws, among other factors. Investments in REITs may be subject to increased price volatility and liquidity risk, and shareholders indirectly bear their proportionate share of expenses because of their management fees.
- <sup>30</sup> Concentrating assets in a particular industry, sector of the economy, or markets may increase volatility because the investment will be more susceptible to the impact of market, economic, regulatory, and other factors affecting that industry or sector compared with a more

broadly diversified asset allocation.

- <sup>31</sup> Frequent purchases or redemptions by one or multiple investors may harm other shareholders by interfering with the efficient management of the portfolio, increasing brokerage and administrative costs and potentially diluting the value of shares. Additionally, shareholder purchase and redemption activity may have an impact on the per-share net income and realized capital gains distribution amounts, if any, potentially increasing or reducing the tax burden on the shareholders who receive those distributions.
- <sup>32</sup> Value securities may be subject to the risk that these securities cannot overcome the adverse factors the advisor believes are responsible for their low price or that the market may not recognize their fundamental value as the advisor predicted. Value securities are not expected to experience significant earnings growth and may underperform growth stocks in certain markets.
- <sup>33</sup> Investments in depositary receipts generally reflect the risks of the securities they represent, although they may be subject to increased liquidity risk and higher expenses and may not pass through voting and other shareholder rights. Depositary receipts cannot be directly exchanged for the securities they represent and may trade at either a discount or premium to those securities.
- <sup>34</sup> Investments in securities traded in foreign currencies or more directly in foreign currencies are subject to the risk that the foreign currency will decline in value relative to the U.S. dollar, which may reduce the

value of the portfolio. Investments in currency hedging positions are subject to the risk that the value of the U.S. dollar will decline relative to the currency being hedged, which may result in a loss of money on the investment as well as the position designed to act as a hedge. Cross-currency hedging strategies and active currency positions may increase currency risk because actual currency exposure may be substantially different from that suggested by the portfolio's holdings.

- <sup>35</sup> Investments in zero-coupon bonds, which do not pay interest prior to maturity, may be subject to greater price volatility and liquidity risks than are fixed-income securities that pay interest periodically. Still, interest accrued on these securities prior to maturity is reported as income and distributed to shareholders.
- <sup>36</sup> Investments in warrants may be subject to the risk that the price of the underlying stock does not rise above the exercise price. In this event, the warrant may expire without being exercised and lose all value.
- <sup>37</sup> Investments in commodity-related instruments are subject to the risk that the performance of the overall commodities market declines and that weather, disease, political, tax, and other regulatory developments adversely impact the value of commodities, which may result in a loss of principal and interest. Commodity-linked investments face increased price volatility and liquidity, credit, and issuer risks compared with their underlying measures.
- <sup>38</sup> Investments in exchange-traded funds generally reflect the risks of

# Investment-Related Disclosure

owning the underlying securities they are designed to track, although they may be subject to greater liquidity risk and higher costs than owning the underlying securities directly because of their management fees. Shares of ETFs are subject to market trading risk, potentially trading at a premium or discount to net asset value.

- <sup>39</sup> A conflict of interest may arise if the advisor makes an investment in certain underlying funds based on the fact that those funds are also managed by the advisor or an affiliate or because certain underlying funds may pay higher fees to the advisor do than others. In addition, an advisor's participation in the primary or secondary market for loans may be deemed a conflict of interest and limit the ability of the investment to acquire those assets.
- <sup>40</sup> Investments in futures contracts and options on futures contracts may increase volatility and be subject to additional market, active management, interest, currency, and other risks if the contract cannot be closed when desired.
- <sup>41</sup> The issuer or guarantor of a fixed-income security, counterparty to an OTC derivatives contract, or other borrower may not be able to make timely principal, interest, or settlement payments on an obligation. In this event, the issuer of a fixed-income security may have its credit rating downgraded or defaulted, which may reduce the potential for income and value of the portfolio.
- <sup>42</sup> The issuer of a security may repay principal more slowly than expected because of rising interest rates. In this event, short- and medium-duration securities are effectively converted into longer-duration securities, increasing their sensitivity to interest-rate changes and causing their prices to decline.
- <sup>43</sup> The issuer of a debt security may be able to repay principal prior to the security's maturity because of an improvement in its credit quality or falling interest rates. In this event, this principal may have to be reinvested in securities with lower interest rates than the original securities, reducing the potential for income.
- <sup>44</sup> Payments from debt securities may have to be reinvested in securities with lower interest rates than the original securities.
- <sup>45</sup> Investments in debt securities issued or guaranteed by governments or governmental entities are subject to the risk that an entity may delay or refuse to pay interest or principal on its sovereign debt because of cash flow problems, insufficient foreign reserves, or political or other considerations. In this event, there may be no legal process for collecting sovereign debts that a governmental entity has not repaid.
- <sup>46</sup> The business of the issuer of an underlying security may be adversely impacted by new regulation or government intervention, impacting the price of the security. Direct government ownership of distressed assets in times of economic instability may subject the portfolio's holdings to increased price volatility and liquidity risk.
- <sup>47</sup> A nondiversified investment, as defined under the Investment Act of 1940, may have an increased potential for loss because its portfolio includes a relatively small number of investments. Movements in the prices of the individual assets may have a magnified effect on a nondiversified portfolio. Any sale of the investment's large positions could adversely affect stock prices if those positions represent a significant part of a company's outstanding stock.
- <sup>48</sup> Investments in forwards may increase volatility and be subject to additional market, active management, currency, and counterparty risks as well as liquidity risk if the contract cannot be closed when desired. Forwards purchased on a when-issued or delayed-delivery basis may be subject to risk of loss if they decline in value prior to delivery, or if the counterparty defaults on its obligation.
- <sup>49</sup> The investment's income payments may decline depending on fluctuations in interest rates and the dividend payments of its underlying securities. In this event, some investments may attempt to pay the same dividend amount by returning capital.
- <sup>50</sup> Investments in swaps, such as interest-rate swaps, currency swaps and total return swaps, may increase volatility and be subject to increased liquidity, credit, and counterparty risks. Depending on their structure, swaps may increase or decrease the portfolio's exposure to long- or short-term interest rates, foreign currency values, corporate borrowing rates, security prices, index values, inflation rates, credit, or other factors.
- <sup>51</sup> Most securities are subject to the risk that changes in interest rates will reduce their market value.



# Investment-Related Disclosure

- <sup>52</sup> Investments in bank loans, also known as senior loans or floating-rate loans, are rated below-investment grade and may be subject to a greater risk of default than are investment-grade loans, reducing the potential for income and potentially leading to impairment of the collateral provided by the borrower. Bank loans pay interest at rates that are periodically reset based on changes in interest rates and may be subject to increased prepayment and liquidity risks.
- <sup>53</sup> Investments in distressed or defaulted investments, which may include loans, loan participations, bonds, notes, and issuers undergoing bankruptcy organization, are often not publicly traded and face increased price volatility and liquidity risk. These securities are subject to the risk that the advisor does not correctly estimate their future value, which may result in a loss of part or all of the investment.
- <sup>54</sup> Investments in mortgage-backed and asset-backed securities may be subject to increased price volatility because of changes in interest rates, issuer information availability, credit quality of the underlying assets, market perception of the issuer, availability of credit enhancement, and prepayment of principal. The value of ABS and MBS may be adversely affected if the underlying borrower fails to pay the loan included in the security.
- <sup>55</sup> Investments in municipal obligations, leases, and private activity bonds subject to the alternative minimum tax have varying levels of public and private support. The principal and interest payments of general-obligation municipal bonds are secured by the issuer's full faith and credit and supported by limited or unlimited taxing power. The principal and interest payments of revenue bonds are tied to the revenues of specific projects or other entities. Federal income tax laws may limit the types and volume of bonds qualifying for tax exemption of interest and make any further purchases of tax-exempt securities taxable.
- <sup>56</sup> Investments in U.S. government obligations are subject to varying levels of government support. In the event of default, some U.S. government securities, including U.S. Treasury obligations and Ginnie Mae securities, are issued and guaranteed as to principal and interest by the full faith and credit of the U.S. government. Other securities are obligations of U.S. government-sponsored entities but are neither issued nor guaranteed by the U.S. government.
- <sup>57</sup> Active trading may create high portfolio turnover, or a turnover of 100% or more, resulting in increased transaction costs. These higher costs may have an adverse impact on performance and generate short-term capital gains, creating potential tax liability even if an investor does not sell any shares during the year.
- <sup>58</sup> Unlike other fixed-income securities, the values of inflation-protected securities are not significantly impacted by inflation expectations because their interest rates are adjusted for inflation. Generally, the value of inflation-protected securities will fall when real interest rates rise and rise when real interest rates fall.
- <sup>59</sup> Securities with longer maturities or durations typically have higher yields but may be subject to increased interest-rate risk and price volatility compared with securities with shorter maturities, which have lower yields but greater price stability.
- <sup>60</sup> Investments traded and privately negotiated in the over-the-counter market, including securities and derivatives, may be subject to greater price volatility and liquidity risk than transactions made on organized exchanges. Because the OTC market is less regulated, OTC transactions may be subject to increased credit and counterparty risk.
- <sup>61</sup> The S&P Target Date Through series indexes (2010-2045) began on 5/31/2007. From 2/1/2007 through 5/30/2007, the S&P Target Date series was used.
- <sup>62</sup> The S&P Target Date Through 2050 Index began on 5/30/2008. From 2/1/2007 through 5/29/2008, the S&P Target Date 2045 Index was used.

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## Please read the following important disclosure.

For American Funds 2060 Target Date Retirement Fund, the investment adviser is currently reimbursing a portion of other expenses for each share class. The reimbursement will be in effect through at least April 7, 2018. The adviser may elect at its discretion to extend, modify or terminate the reimbursement at that time. Investment results and the net expense ratio reflect the reimbursement, without which the results would have been lower and the expenses would have been

# Investment-Related Disclosure

higher. The expense ratios are as of each target date fund's prospectus available at the time of publication and include the weighted average expenses of the underlying American Funds.

Although American Funds U.S. Government Money Market Fund has a 12b-1 plan for this share class, it's currently suspending certain 12b-1 payments in this low-interest-rate environment. Should payments commence, its investment results will be lower and expenses will be higher.

Some investment names may be abbreviated due to space limitations. For a list of the full names of the American Funds, including trademark information, visit [americanfundsretirement.com](http://americanfundsretirement.com).

The indexes are unmanaged and, therefore, have no expenses. Investors cannot invest directly in an index. There have been periods when the investments have lagged the indexes.

## Share Class

American Funds Class R-2E shares were first offered on August 29, 2014. Class R-2E share results prior to the date of first sale are hypothetical based on Class A share results without a sales charge, adjusted for typical estimated additional expenses. Results for certain funds with an inception date after August 29, 2014, also include hypothetical returns because those funds' Class R-2E shares sold after the funds' date of first offering. Please see each fund's prospectus for more information on specific expenses.

## Important Information About Outside Funds

Because your plan offers investments that aren't managed by Capital Group

(the investment manager for the American Funds), the share classes may vary. If you're interested in learning more about these share classes, please read the most recent prospectuses, if applicable. The prospectus also contains details about specific investment risks and key financial data, such as fees and expenses. You can obtain prospectuses from your employer.

Information about investments other than the American Funds is provided by Morningstar, Inc. Results displayed for some of these investments may represent hypothetical results for periods prior to the inception dates of the share classes and are based on Morningstar's calculations. Past results are not predictive of future results. If you have questions about the results, contact your employer or your plan's financial professional. The information shown on these pages may not be copied or distributed, and we cannot guarantee it to be accurate, complete or timely. Neither Morningstar nor its content providers are responsible for any damages or losses arising from any use of this information.

## Manager

The American Funds are managed by Capital Group, one of the largest investment management organizations in the world. Since 1931, the company has invested with a long-term focus based on thorough research and attention to risk – an investment style similar to that of most people saving for retirement.

# The investment options in your plan

## Investment Details

Please read the important "Investment Results Disclosure" that precedes these "Investment Details."

### Target Date Investments

#### American Funds

#### American Funds Target Date Retirement Series®

##### Goal

Depending on the proximity to its target date, each fund will seek to achieve the following objectives to varying degrees: growth, income and conservation of capital.

##### Fast Facts (updated annually as of 12/31/17)

- The series offers a number of target date fund portfolios in five-year increments for retirement dates through 2060.
- The Portfolio Oversight Committee members, on average, have 30 years of investment experience.
- Each target date fund portfolio is made up of at least 16 American Funds.

##### What You Should Know About the Target Date Series

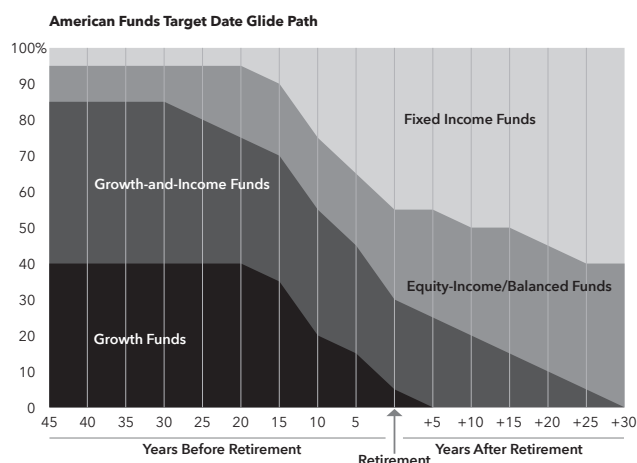
- Each fund is composed of a diverse mix of the American Funds and is subject to their risks and returns.
- You can choose a *single* investment option as your overall portfolio.
- You don't have to manage the portfolio. American Funds investment professionals manage the target date fund's portfolio, moving it from a more growth-oriented focus to a more income-oriented focus as the fund gets closer to its target date.
- Investment professionals continue to manage each fund for 30 years after its target date is reached.
- The target date is the year in which an investor is assumed to retire and begin taking withdrawals.
- Although the target date funds are managed for investors on a projected retirement date time frame, the funds' allocation approach does not guarantee that investors' retirement goals will be met. In addition, contributions to a target date fund may not be adequate to reach your retirement goals.

##### The Funds Are Managed Through Retirement

The target date series is managed to take investors *through* retirement – and accordingly, it's managed well beyond a target retirement year. In a sense, the retirement date is seen as a starting point rather than an ending point.

##### The Target Date Fund Portfolios

The target date funds follow this current investment approach (see below), moving from a more growth-oriented focus when retirement is years away to a more income-oriented focus as the retirement date approaches. Each fund may include a mix of growth, growth-and-income, equity-income/balanced and fixed income funds (i.e., bond funds).



The target allocations shown are effective as of January 1, 2018, and are subject to the Portfolio Oversight Committee's discretion. The funds' investment adviser anticipates that the funds will invest their assets within a range that deviates no more than 10% above or below these allocations. Underlying funds may be added or removed during the year. For quarterly updates of fund allocations, visit [americanfundsretirement.com](http://americanfundsretirement.com).

##### How Target Date Funds Work

Target date funds are designed for individuals who intend to retain assets in the fund past the designated target date and then gradually withdraw their assets over time. Keep in mind that while the funds are designed to serve investors throughout the retirement income phase, you don't have to retain assets in the fund past the designated target date. Instead, you can move your money out of the target date fund and into other investments of your choosing.

You'll find an explanation of each target date fund's investment approach in its summary prospectus. Please read the prospectus carefully before investing. You can also find key investment details about each fund on [americanfundsretirement.com](http://americanfundsretirement.com) or your plan's website.

**AMERICAN FUNDS**

**Sample Participant Notice  
Qualified Default Investment Alternative Notice  
For plans without automatic enrollment**

To help you prepare for retirement, MRCI offers you a 403(b) plan. You can choose to invest the contributions made to your account in a number of investment options. This notice describes the investment that will be used for contributions allocated to your account in the event you fail to select an investment option.

**Investing in the plan**

Unless you make an investment selection, your contributions will, or will continue, to be invested in the default option for the Plan.

The default option for our Plan is the American Funds Target Date Retirement Series. Designed to simplify your investment decision-making, the Series is made up of 11 target date fund portfolios, each composed of a different mix of the American Funds, with retirement dates ranging from 2010 through 2060 in five-year increments. Each target date fund serves as a single diversified retirement portfolio — with an underlying investment approach aligned with its retirement date — so you only need to select one. Each fund in the Series attempts to balance investors’ long-term needs for both return and conservation of capital.

American Funds investment professionals manage each target date fund’s portfolio, moving it from a more growth-oriented strategy to a more income-oriented focus as the fund gets closer to its target date. American Funds investment professionals continue to manage the fund for 30 years after it reaches its target date. The target date is the year in which an investor is assumed to retire and begin taking withdrawals.

Although the target date funds are managed for investors on a projected retirement date time frame, the fund’s allocation strategy does not guarantee that investors’ retirement goals will be met. For investors who are close to, or in, retirement, each fund’s equity exposure may result in investment volatility that could reduce an investor’s available retirement assets at a time when the investor has a need to withdraw funds. For investors who are further from retirement, there is a risk that a fund’s allocation may over-emphasize investments designed to preserve capital and provide current income, which may prevent the investor from reaching his or her retirement goals. For quarterly updates of the underlying fund allocations, visit [myretirement.americanfunds.com](http://myretirement.americanfunds.com).

In applying any particular asset allocation model to your own individual situation, you should also take into account your risk tolerance as well as your other assets and any investments outside your plan, such as your home equity, IRAs and savings accounts.

To determine which fund might be appropriate for you, find the date-specific fund in the following table that most closely matches the year in which you expect to retire and possibly start withdrawing money. If you fail to make an investment selection, your account contributions will be invested automatically in the fund whose target retirement date most closely matches your anticipated retirement at age 65.

Name of fund	Year of 65 <sup>th</sup> birthday
American Funds 2060 Target Date Retirement Fund®	2058 and later
American Funds 2055 Target Date Retirement Fund®	2053 thru 2057
American Funds 2050 Target Date Retirement Fund®	2048 thru 2052
American Funds 2045 Target Date Retirement Fund®	2043 thru 2047
American Funds 2040 Target Date Retirement Fund®	2038 thru 2042
American Funds 2035 Target Date Retirement Fund®	2033 thru 2037
American Funds 2030 Target Date Retirement Fund®	2028 thru 2032
American Funds 2025 Target Date Retirement Fund®	2023 thru 2027
American Funds 2020 Target Date Retirement Fund®	2018 thru 2022
American Funds 2015 Target Date Retirement Fund®	2013 thru 2017
American Funds 2010 Target Date Retirement Fund®	2012 and earlier

For example, if the year of your 65th birthday is 2026, your account will be invested in the 2025 Fund; if the year of your 65th birthday is 2039, in the 2040 Fund; and if the year of your 65th birthday is 2051, in the 2050 Fund.

The 2060 Fund was added to the Series effective March 27, 2015. As a result, please be aware that if you were added to the Plan's recordkeeping system prior to March 27, 2015 and your anticipated retirement at age 65 was aligned with the 2058-and-later date range, you will, or will continue to be, defaulted into the 2055 Fund regardless of when you began contributing to the Plan. Note, however, that if you were previously subject to a plan re-enrollment, you were, and continue to be, defaulted into the fund as indicated on your re-enrollment notice, regardless of when you were added to the recordkeeping system. See your most recent quarterly statement to determine which fund you are currently invested in.

The target date funds are subject to the risks and returns of the underlying American Funds, which may be added or removed during the year. Investing outside the United States involves risks such as currency fluctuations, periods of illiquidity and price volatility, as more fully described in the funds' prospectuses. These risks may be heightened in connection with investments in developing countries. Small-company stocks entail additional risks, and they can fluctuate in price more than larger company stocks. Lower rated bonds are subject to greater fluctuations in value and risk of loss of income and principal than are higher rated bonds.

The return of principal in bond funds and funds with underlying bond holdings is not guaranteed. Fund shares are subject to the same interest rate, inflation and credit risks associated with the underlying bond holdings. While not directly correlated to changes in interest rates, the values of inflation-linked bonds generally fluctuate in response to changes in real interest rates and may experience greater losses than other debt securities with similar durations. Investments in mortgage-related securities involve additional risks, such as prepayment risk, as more fully described in the fund's prospectus. Investments in securities issued by U.S. governmental agencies or instrumentalities may not be guaranteed by the U.S. government.

**Investments are not FDIC-insured, nor are they deposits of or guaranteed by a bank or any other entity, so they may lose value.**

Investors should carefully consider investment objectives, risks, charges and expenses. This and other important information is contained in the funds' prospectus and summary prospectus, which can be obtained from a financial professional and should be read carefully before investing.

Figures shown are past results for Class R-2E shares at net asset value and are not predictive of future results. Class R-2E shares were first offered on August 29, 2014. Class R-2E share results prior to the date of first sale are hypothetical based on Class A share results without a sales charge, adjusted for typical estimated additional expenses.

Current and future results may be lower or higher than those shown here. Share prices and returns will vary, so you may lose money. Investing for short periods makes losses more likely. It's important that you read the prospectuses carefully before investing. You may want to consult with your personal tax advisor. For current information and month-end results, visit [myretirement.americanfunds.com](http://myretirement.americanfunds.com).

The table below shows the funds' expense ratios and average annual total returns as of June 30, 2018. (There is no sales charge for purchasing Class R shares.)

Class R-2E share					
Fund name	Gross/net expense ratios %	Lifetime returns %	10-year returns %	5-year returns %	1-year returns %
2060 Target Date Fund*	1.30/1.26	8.67	—	—	12.40
2055 Target Date Fund**	1.21/1.21	10.48	—	10.38	12.38
2050 Target Date Fund	1.20/1.20	6.49	7.66	10.37	12.44
2045 Target Date Fund	1.20/1.20	6.47	7.64	10.32	12.23
2040 Target Date Fund	1.20/1.20	6.39	7.56	10.14	11.79
2035 Target Date Fund	1.19/1.19	6.25	7.38	9.83	11.09
2030 Target Date Fund	1.18/1.18	5.94	7.05	9.07	9.10
2025 Target Date Fund	1.16/1.16	5.33	6.36	7.97	7.15

<b>2020 Target Date Fund</b>	1.14/1.14	4.66	5.53	6.82	5.47
<b>2015 Target Date Fund</b>	1.12/1.12	4.33	5.07	6.02	4.18
<b>2010 Target Date Fund</b>	1.13/1.13	4.06	4.78	5.44	3.56

\*American Funds 2060 Target Date Retirement Fund® became available for purchase on March 27, 2015.

\*\* American Funds 2055 Target Date Retirement Fund® became available for purchase on February 1, 2010.

Investment results assume all distributions are reinvested and reflect applicable fees and expenses. When applicable, investment results reflect expense reimbursements, without which results would have been lower. The investment adviser is currently reimbursing a portion of other expenses for each share class of American Funds 2060 Target Date Retirement Fund.® The reimbursement will be in effect through at least January 1, 2019. The adviser may elect at its discretion to extend, modify or terminate the reimbursement at that time. Investment results and net expense ratios reflect the reimbursement, without which the results would have been lower and the expenses would have been higher.

**What if I do not want my contributions invested in the default fund?**

To avoid having your contributions initially invested in the default fund, take the following action December 15, 2018:

- Obtain an enrollment form from Jenna Noland. Complete and return it to Jenna Noland.

You can change your investment selections at any time or you can make an exchange from the default investment into any other investment available for our plan by going to the website **myretirement.americanfunds.com** or calling the toll-free number, **(800) 204-3731**. There is no transaction fee for making an exchange into one of the other investment options available in our plan.

**MRCI 403(B) PLAN**  
**SUMMARY PLAN DESCRIPTION**



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## **MRCI 403(B) PLAN**

### **SUMMARY PLAN DESCRIPTION**

#### **INTRODUCTION TO YOUR PLAN**

MRCI 403(b) Plan ("Plan") has been adopted to provide you with the opportunity to save for retirement on a tax-advantaged basis and to provide additional income for retirement. This Plan is a type of retirement plan commonly referred to as a 403(b) plan or TSA (Tax Sheltered Annuity). This Summary Plan Description ("SPD") contains valuable information regarding when you may become eligible to participate in the Plan, your Plan benefits, your distribution options, and many other features of the Plan. You should take the time to read this Summary to get a better understanding of your rights and obligations under the Plan.

We have attempted to answer most of the questions you may have regarding your benefits in the Plan. If this Summary does not answer all of your questions, please contact the Administrator. The name and address of the Administrator can be found in the Article of this Summary entitled "General Information About The Plan."

This Summary describes the Plan's benefits and obligations as contained in the legal Plan document, which governs the operation of the Plan. The Plan document is written in much more technical and precise language. If the non-technical language under this Summary and the technical, legal language of the Plan document conflict, the Plan document always governs. If you wish to receive a copy of the legal Plan document, please contact the Administrator.

This Summary describes the current provisions of the Plan. The Plan is subject to federal laws, such as ERISA (the Employee Retirement Income Security Act), the Internal Revenue Code and other federal and state laws which may affect your rights. The provisions of the Plan are subject to revision due to a change in laws or due to pronouncements by the Internal Revenue Service (IRS) or Department of Labor (DOL). The Employer may also amend or terminate this Plan. The Administrator will notify you if the provisions of the Plan that are described in this Summary change. Terms of investment products you select may also affect the Plan. This Summary does not address the provisions of specific investment products.

### **ARTICLE I PARTICIPATION IN THE PLAN**

#### **Am I eligible to participate in the Plan?**

Provided you are an eligible employee, you are eligible to participate in the Plan once you satisfy the Plan's eligibility conditions described in the next question. The following describes the eligibility requirements and Entry Dates that apply. You should contact the Administrator if you have questions about the timing of your Plan participation.

If you are a member of a class of employees identified below, you are not an eligible employee for all Plan purposes. The employees who are excluded are:

- certain nonresident aliens who have no earned income from sources within the United States.

In addition to those excluded for all purposes, if you are a member of a class of employees identified below, you are not an eligible employee for purposes of eligibility to participate in the Plan's matching contributions. The employees who are excluded are:

- employees whose employment is governed by a collective bargaining agreement under which retirement benefits were the subject of good faith bargaining, unless such agreement expressly provides for participation in this Plan.

The following applies with regard to exclusions: Independent Contractors, Alternative or Productions Workers and On-Call Substitutes, expected to work less than 20 hours per week, excluded from all participation in the Plan.

### **When am I eligible to participate in the Plan?**

Provided you are an eligible employee, you will be able to make elective deferrals beginning on your date of hire.

Provided you are an eligible employee, you will be eligible to participate in Employer contributions once you satisfy the applicable age and service requirements. You will actually enter the Plan once you reach the entry date as described in the next question.

You will have met the age requirement when you attain age 18.

You will have met the service requirement when you complete two years of service.

You will have completed two years of service if you have been credited with at least 1,000 hour(s) of service during both your first twelve months of employment and your twelve months of employment that begin on the first anniversary of the date you were employed by the Employer, without an intervening break in service. (See the question "Does all my service with the Employer count for purposes of Plan eligibility?" for more information on breaks in service.)

### **When is my entry date?**

Provided you are an eligible employee, you will be able to make elective deferrals beginning on your date of hire.

Provided you are an eligible employee, you may begin participating in the Plan's matching contributions once you have satisfied the eligibility requirements and reached your "entry date." Your entry date is the first day of the Plan year quarter coinciding with or next following the date you satisfy the Plan's eligibility requirements.

Provided you are an eligible employee, you may begin participating in the Plan's nonelective contributions once you have satisfied the eligibility requirements and reached your "entry date." Your entry date is the first day of the Plan year quarter coinciding with or next following the date you satisfy the Plan's eligibility requirements.

## **Does all my service with the Employer count for purposes of Plan eligibility?**

In determining whether you satisfy the service requirements to participate in the Plan, all service you perform for the Employer will generally be counted. However, there is an exception to this general rule.

**Break in service rules.** As indicated above, the Plan requires two years of service for eligibility purposes (except elective deferrals). You will have a break in service if you complete less than 501 hours of service during the twelve-month period beginning on your first day of employment and any anniversary of your employment date. However, if you are absent from work for certain leaves of absence such as a maternity or paternity leave, you may be credited with 501 hours of service to prevent a break in service.

If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with the Employer. If you may be affected by this law, ask your Administrator for further details.

The Administrator monitors the break in service rules and can provide you with additional information on the effect of these rules.

Under the two year eligibility requirement, if you have a break in service before you complete 2 years of service, the Plan disregards your prior service and treats you like a new employee. You will have to earn 2 years of service to participate.

**Note**, however, that the break in service rule does not apply to elective deferrals. You will be eligible to make elective deferrals immediately upon hire or rehire.

## **ARTICLE II CONTRIBUTIONS**

### **What kind of contributions may I make to the Plan and how do my contributions affect my taxes?**

As a participant in the Plan, you may elect to reduce your compensation by a specific percentage or dollar amount and have that amount contributed to the Plan on a pre-tax basis. The Plan refers to this as an "elective deferral." Your taxable income is reduced by your elective deferral contributions so you pay less federal income taxes. However, your elective deferrals are subject to Social Security taxes at the time of deferral. Later, when the Plan distributes the deferrals and earnings, you will pay income tax on those amounts. Federal income taxes on the pre-tax deferral contributions and earnings are only postponed. See "What are my tax consequences when I receive a distribution from the Plan?"

The Employer may make additional contributions to the Plan on your behalf. This Article describes these employer contributions and how these monies will be allocated to your account to provide for your retirement benefit.

### **How much may I contribute to the Plan?**

Your total elective deferrals in any calendar year may not exceed a certain dollar limit which is set by law ("elective deferral limit"). The elective deferral limit for 2015 is \$18,000. After 2015, the elective deferral limit may increase for cost-of-living adjustments. You may also defer more than the elective deferral limit if you are eligible to make "catch-up deferrals" as described below.

If you are age 50 or will attain age 50 before the end of a calendar year, you may make additional deferrals (called "age 50 catch-up deferrals") for that year and following years. If you meet the age 50 requirement and exceed the elective deferral limit described above, then any excess will be an age 50 catch-up deferral. The maximum catch-up deferral that you can make in 2015 is \$6,000. After 2015, the maximum age 50 catch-up deferral limit may increase for cost-of-living adjustments. Any age 50 catch-up deferrals that you make will be taken into account in determining any Employer matching contribution made to the Plan.

You should also be aware that the annual elective deferral limit is an aggregate limit which applies to all deferrals you may make under this Plan and any other 403(b) plans, simplified employee pensions, SIMPLE IRAs, or 401(k) plans in which you may be participating, including those of another employer. Generally, if your total deferrals under all of these arrangements for a calendar year exceed the annual elective deferral limit, then you must include the excess deferrals in your income for the year. If you make excess deferrals you should request in writing that the excess deferrals be returned to you. If you fail to request such a return, you may be taxed a second time when the excess deferral is ultimately distributed from the Plan.

You must decide which plan you would like to have return the amount of any excess deferral. If you decide that this Plan should distribute the excess, you should communicate this in writing to the Administrator no later than the March 1st following the close of the calendar year in which you made the excess deferrals. However, if you contribute excess deferrals to this Plan or any other plan maintained by the Employer, then you will be deemed to have notified the Administrator of the excess. The Administrator will then return the excess deferrals and any earnings thereon to you by April 15 of the year following the calendar year in which you made the excess deferrals.

### **How do I make an election to defer?**

You must enter into a salary reduction agreement, which the Administrator will provide to you. The salary reduction agreement will explain the various rules, including any minimum or maximum amount which you may defer. The salary reduction agreement will explain the conditions for changing your deferral election or stopping deferrals altogether.

### **Am I vested in my elective deferrals and earnings?**

You will always be 100% vested in your elective deferrals and in the earnings on your deferrals. The Administrator will account for these amounts separately from any other amounts in your Plan account. When you become entitled to a distribution from the Plan, you will always be entitled to all amounts held in your elective deferral account. This account will be affected by the Plan investments. See "How is the money in the Plan invested?" below.

### **Will the Employer contribute to the Plan?**

Each year, in addition to depositing your elective deferrals, the Employer may contribute matching and nonelective contributions.

### **What is the Employer matching contribution?**

A matching contribution is a contribution the Employer makes based on your elective deferrals. If you do not make any elective deferrals, you will not receive any matching contributions.

The Employer may make a discretionary matching contribution equal to a uniform percentage or dollar amount of your elective deferrals. If the Employer decides in any year to contribute a discretionary match, it will decide how much to contribute and the matching rate which will apply to your elective deferrals. In applying this matching percentage, only elective deferrals up to 6 of your compensation per payroll period will be considered.

If you make elective deferrals, you will always share in the Employer's matching contribution for that Plan year, regardless of the amount of service you complete during the Plan year.

**What is the Employer nonelective contribution?**

A nonelective contribution is a contribution the Employer makes to the Plan which is unrelated to whether you make any elective deferrals in that year. In any or all Plan years, the Employer may make a discretionary nonelective contribution. Your share of that contribution is determined below.

**How will the Employer nonelective contribution be allocated to my account?**

Your share of any discretionary nonelective contribution is determined by the following fraction:

$$\text{Nonelective Contribution} \quad \times \quad \frac{\text{Your Compensation}}{\text{Total Compensation of All Participants Eligible to Share}}$$

For example: Suppose the nonelective contribution for the Plan year is \$20,000 is available under this formula. Employee A's compensation for the Plan year is \$25,000. The total compensation of all participants eligible to share, including Employee A, is \$250,000. Employee A's share will be:

$$\$20,000 \quad \times \quad \frac{\$25,000}{\$250,000} \quad \text{or} \quad \$2,000$$

In order to share in our nonelective contribution (if any), you must satisfy the following condition(s):

- You must be employed by the Employer on the last day of the Plan year.
- You must have completed at least 1,000 hours of service with the Employer during the Plan year.
- The above condition(s) do not apply in the Plan year of your death.
- The above condition(s) do not apply in the Plan year in which you terminate employment with the Employer at or after your normal retirement age.



## **What compensation is used to determine my Plan benefits?**

For the purposes of determining your allocation of all contributions to the Plan, compensation has a special and highly technical meaning. The Plan generally defines compensation as the total amounts paid to the employee for services rendered to the Employer, although some items may be excluded. Salary deferrals to this Plan and to any other plan or arrangement (such as a cafeteria plan) will be included. In computing compensation, the Plan does not consider certain items, as described below:

- The Plan does not take into account certain fringe benefits for any purpose.
- The Plan does not take into account compensation paid while you weren't a participant for any purpose.
  - moving expenses, deferred compensation and welfare benefits

## **Is there a limit on the amount of compensation that can be considered?**

For Plan years beginning on and after January 1, 2015, the amount of annual compensation that may be taken into consideration for Plan purposes is \$265,000. This amount may be adjusted after 2015 for cost-of-living increases.

## **Is there a limit on how much can be contributed to my account each year?**

Generally, the law imposes a maximum limit on the amount of contributions, including elective deferrals, (excluding age 50 catch-up contributions) that may be made to your accounts and any other amounts allocated to any of your accounts during the Plan year (such as forfeitures), excluding earnings. Beginning in 2015, this total cannot exceed the lesser of \$53,000 or 100% of your includible compensation. The dollar limit may be adjusted after 2015 for cost-of-living increases.

## **May I make "rollover" contributions to the Plan?**

At the discretion of the Administrator, you may be permitted to deposit into the Plan distributions you have received from other plans and certain IRAs, provided such distributions are legally qualified to be rolled over into this Plan. Such a deposit is called a "rollover" and may result in tax savings to you. You may ask your prior plan administrator or trustee to directly transfer (a "direct rollover") to this Plan all or a portion of any amount that you are entitled to receive as a distribution from a prior plan. Alternatively, you may elect to deposit any amount eligible for rollover within 60 days of your receipt of the distribution. You should consult a qualified tax advisor to determine if a rollover to this Plan is in your best interest.

Your rollover will be placed in a separate account called a "rollover account." You will always be 100% vested in your rollover account. This means that you will always be entitled to all of your rollover contributions. Rollover contributions will be affected by any investment gains or losses.

## **How is the money in the Plan invested?**

The Plan assets may be invested only in mutual funds. See the Administrator for further details regarding permissible investments.

You will be able to direct the investment of your Plan account, including your elective deferrals. The Administrator will provide you with information on the investment choices available to you, the frequency with which you can change your investment choices and other information. Periodically, you will receive a benefit statement that provides information on your account balance and your investment returns. If you have any questions about the investment of your Plan accounts, please contact the Administrator. If you do not direct the investment of your Plan account, then your account will be invested in accordance with the default investment alternatives the Employer establishes under the Plan.

The Plan is intended to comply with Section 404(c) of ERISA (the Employee Retirement Income Security Act). If the Plan complies with this Section, then the fiduciaries of the Plan, including the Employer and the Administrator, will be relieved of any legal liability for any losses which are the direct and necessary result of the investment directions that you give. You must follow procedures in giving investment directions. If you fail to do so, then your investment directions need not be followed. You are not required to direct investments. If you do not direct the investment of your applicable Plan accounts, then your accounts will be invested in accordance with the default investment alternatives as established under the Plan.

When you direct investments, your account is segregated for purposes of determining the earnings or losses on these investments. Your account does not share in the investment performance for other participants who have directed their own investments.

You should remember that the amount of your benefits under the Plan will depend in part upon your choice of investments. Gains as well as losses can occur. The Employer and the Administrator will not provide investment advice or guarantee the performance of any investment you choose.

#### **Will Plan expenses be deducted from my account balance?**

**Expenses allocated to all accounts.** The Plan will pay some or all Plan related expenses except for a limited category of expenses which the law requires the employer to pay. The category of expenses which the Employer must pay are known as "settlor expenses." Generally, settlor expenses relate to the design, establishment or termination of the Plan. See the Plan Administrator for more details. The expenses charged to the Plan may be charged pro rata to each Participant in relation to the size of each Participant's account balance or may be charged equally to each Participant. In addition, some types of expenses may be charged only to some Participants based upon their use of a Plan feature or receipt of a plan distribution. Finally, the Plan may charge expenses in a different manner as to Participants who have terminated employment with the Employer versus those Participants who remain employed with the Employer.

### **ARTICLE III DISTRIBUTIONS**

#### **Will I receive a distribution of my account if I terminate employment with the Employer?**

If you terminate employment for any reason and at any age (including retirement), and the value of your vested benefit does not exceed \$5,000, including any rollover contributions, then a distribution will automatically be paid to you even if you do not consent. Any distribution under this paragraph will be paid to you in a lump-sum distribution within a year after you terminate employment.

If your vested benefit exceeds \$5,000, then you will be entitled to a distribution in a reasonable time after you terminate employment. (See the question in the Article entitled "How will my benefits be paid?" for a further explanation of how benefits are paid from the Plan.)

**Military Service.** If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with the Employer. There may also be benefits for employees who die or become disabled while on active duty. Employees who receive wage continuation payments while in the military may benefit from various changes in the law. If you think you may be affected by these rules, ask the Plan Administrator for further details.

**Distributions for deemed severance of employment.** If you are on active duty for more than 30 days, then the Plan treats you as having severed employment for distribution purposes. This means that you may request a distribution from the Plan. If you request a distribution on account of this deemed severance of employment, then you are not permitted to make any contributions to the Plan for six (6) months after the date of the distribution.

### **What is the Plan's "normal retirement age"?**

You will attain your normal retirement age when you reach age 65. Normal retirement age does not control when you may receive distributions under the Plan.

If your employment terminates for reasons other than death, disability, or attainment of normal retirement age, you will be entitled to receive only your "vested percentage" of your account balance.

### **What is my vested interest in my account?**

You are always 100% vested (which means that you are entitled to all of the amounts) in your account attributable to the following:

- elective deferrals including catch-up contributions
- rollover contributions
- nonelective contributions
- matching contributions

Thus, you are always entitled to all amounts in your accounts

### **How does the Plan determine my Years of Service for vesting purposes?**

To earn a year of service, you must be credited with at least 1,000 hours of service during a Plan year. (See the Article entitled "General Information About the Plan" for more information on receiving credit for hours of service.) The Plan contains specific rules for crediting hours of service for vesting purposes. The Administrator will track your service and will credit you with a year of service for each Plan year in which you are credited with the required hours of service, in accordance with the terms of the Plan. If you have any questions regarding your vesting service, you should contact the Administrator.

## How will my benefits be paid?

There are various methods by which benefits may be distributed to you from the Plan. The method depends on your marital status, as well as the elections you and your spouse make. All methods of distribution, however, have equivalent values. The rules under this Article apply to all distributions you will receive from the Plan, whether by reason of retirement, termination, or any other event which may result in a distribution of benefits.

If you are married on the date your benefits are to begin, you will automatically receive a joint and 50% survivor annuity, unless you (and your spouse, if married) elect an alternative form of payment. This means that you will receive payments for your life, and upon your death, your surviving spouse will receive a monthly benefit for the remainder of his or her life equal to 50% of the benefit you were receiving at the time of your death. Alternatively, you may select a joint and 75% survivor annuity.

If you are not married on the date your benefits are to begin, you will automatically receive a life annuity, which means you will receive payments for as long as you live.

However, regardless of the preceding, if your vested benefit in the Plan does not exceed \$5,000, then your benefit may only be distributed to you in a single lump-sum payment.

If your vested benefit in the Plan exceeds \$5,000, and you want the distribution to be in a form other than an annuity payment, you (and your spouse, if you are married) must first waive the annuity form of payment.

When you are about to receive any distribution, the Administrator will explain the joint and survivor annuity or the life annuity to you in greater detail. You will be given the option of waiving the joint and survivor annuity or the life annuity form of payment during the 180-day period before the annuity is to begin. **IF YOU ARE MARRIED, YOUR SPOUSE MUST IRREVOCABLY CONSENT IN WRITING TO THE WAIVER IN THE PRESENCE OF A NOTARY OR A PLAN REPRESENTATIVE.** You may revoke any waiver. The Administrator will provide you with forms to make these elections. Since your spouse participates in these elections, you must immediately inform the Administrator of any change in your marital status.

If you waive the annuity benefit (with your spouse's consent if you are married), you may elect to receive your distribution under one of the methods described below:

- a single lump-sum payment in cash or, in certain circumstances, in property.
- monthly, quarterly, or annual installments over a period of not more than your assumed life expectancy (or your and your beneficiary's assumed life expectancies).
- Partial withdrawals for in-service and terminated distributions due to disability..

Your investment product may provide you with additional distribution options.

### **May I elect to roll over my account to another plan or IRA?**

If you are entitled to a distribution of more than \$200, then you may elect whether to receive the distribution or to roll over the distribution to another retirement plan such as an individual retirement account ("IRA").

If your vested interest in the Plan including rollover contributions exceeds \$1,000 and does not exceed \$5,000 and you do not elect either to receive or to roll over the distribution, then under certain circumstances your distribution must be rolled over to an IRA ("automatic rollover"). The IRA provider will invest the automatic rollover funds in a type of investment designed to preserve principal and provide a reasonable rate of return and liquidity (e.g., an interest-bearing account, a certificate of deposit or a money market fund). The IRA provider will charge your account for any expenses associated with the establishment and maintenance of the IRA and with the IRA investments. You may transfer the IRA funds to any other IRA you choose. If this applies to you, you will be provided with details regarding your distribution rights and the automatic rollover IRA at the time you are entitled to a distribution. However, you may contact the Plan Administrator at the address indicated in this Summary for further information regarding the Plan's automatic rollover provisions, the IRA provider, and the fees and expenses associated with the IRA.

### **May I receive a loan from the Plan?**

You may be able to borrow from your Plan account unless your investment product provides otherwise. There are many complex rules affecting Plan loans and the Administrator can provide more information about Plan loans, if any are available.

## **ARTICLE IV DISABILITY BENEFITS**

### **How is disability defined?**

Under the Plan, disability means the inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or to be of long-continued and indefinite duration. An investment product may use a different definition. You may be required to submit to a physical examination to determine whether you are disabled.

If you terminate employment because you become disabled, the Plan will distribute your account balance in the same manner as for any other non-death related termination.

## **ARTICLE V DEATH BENEFITS**

### **What happens if I die while working for the Employer?**

If you die while still employed by the Employer, your entire account balance will be used to provide your beneficiary with a death benefit.

## **Who is the beneficiary of my death benefit?**

If you are married at the time of your death, your spouse will be the beneficiary of 50% of the death benefit unless an election is made to change the beneficiary. IF YOU WISH TO DESIGNATE A BENEFICIARY OTHER THAN YOUR SPOUSE, YOUR SPOUSE MUST IRREVOCABLY CONSENT TO WAIVE ANY RIGHT TO THE PORTION OF THE DEATH BENEFIT PAYABLE TO YOUR SPOUSE. YOUR SPOUSE'S CONSENT MUST BE IN WRITING, BE WITNESSED BY A NOTARY OR A PLAN REPRESENTATIVE, AND ACKNOWLEDGE THE SPECIFIC NONSPOUSE BENEFICIARY.

If you are married, you have named someone other than your spouse to be your beneficiary as described in the preceding paragraph, and wish to again change your beneficiary designation, your spouse must again consent to the change, unless you are changing your designation to name your spouse as your beneficiary. Also, you may, at any time, designate the beneficiary for amounts in excess of the portion of the death benefit payable to your spouse without your spouse's consent. In addition, you may elect a beneficiary other than your spouse without your spouse's consent if your spouse cannot be located.

If you are not married, you may designate your beneficiary on a form to be supplied to you by the Plan.

If no valid designation of beneficiary exists, or if the beneficiary is not alive when you die, then the death benefit will be paid in the following order, unless the investment provider's documentation says otherwise:

- (a) Your surviving spouse;
- (b) Your children, including adopted children, and if a child dies before you, to their children, if any;
- (c) Your surviving parents, in equal shares; or
- (d) Your estate.

## **How will the death benefit be paid to my beneficiary?**

The death benefit payable to your spouse will be in the form of an annuity, that is, periodic payments over the life of your spouse. Your spouse may direct that payments begin within a reasonable period of time after your death. The size of the monthly payments will depend on the value of your account at the time of your death.

You may waive this form of distribution. Generally, the period during which you and your spouse may waive this annuity begins as of the first day of the Plan year in which you reach age 35 and ends when you die. The Administrator must provide you with a detailed explanation of the annuity. This explanation must be given to you during the period of time beginning on the first day of the Plan year in which you will reach age 32 and ending on the first day of the Plan year in which you reach age 35.

Under a special rule, you and your spouse may waive the survivor annuity form of payment any time before you turn age 35. However, any waiver will become invalid at the beginning of the Plan year in which you turn age 35, and you and your spouse will be required to make another waiver. It is

important that you inform the Administrator when you reach age 32 so that you may receive this information.

If you waive the annuity form of distribution, the death benefit may be distributed in one of the forms mentioned above unless you elected the death benefit distribution method prior to your death.

### **When must the last payment be made to my beneficiary?**

If your designated beneficiary is a person (other than your estate or most trusts) then minimum distributions of your death benefit must generally begin within one year of your death and must be paid over a period not extending beyond your beneficiary's life expectancy. If your spouse is the beneficiary, the start of payments may be delayed until the year in which you would have attained age 70 1/2. Generally, if you die before you are required to begin minimum distributions (which for most people is shortly after the later of age 70 1/2 or retirement) and your beneficiary is not a person, then your entire death benefit must be paid within five years after your death. Some investment products may allow a person to use this five-year rule. See the Plan Administrator for further details.

Since your spouse has certain rights in the death benefit, you should immediately report any change in your marital status to the Administrator.

### **What happens if I'm a participant, terminate employment, and die before receiving all my benefits?**

If you terminate employment with us and subsequently die, your beneficiary will be entitled to the vested percentage of your remaining account balance at the time of your death. However, if you are receiving an annuity distribution at the time of your death, your designated beneficiary, if any, may receive nothing or may be entitled to any remaining payments according to the annuity contract.

## **ARTICLE VI IN-SERVICE DISTRIBUTIONS**

### **Can I withdraw money from my account while working for the Employer?**

You may receive a distribution from the Plan prior to your termination of employment if you satisfy certain conditions. These conditions are described below. However, this distribution will reduce the value of the benefits you will receive when you retire. Any in-service distribution is made at your election and will be made in accordance with the forms of distribution available under the investment product you have selected or under the Plan. Among other things, this means that if the Plan requires a distribution to be made in the form of an annuity, you (and your spouse if you are married) will need to waive the required annuity form of benefit to receive an in-service distribution in a single payment.

You may request an in-service distribution from the following account(s) and based on the following event(s). Some individual investment products may provide for additional in-service distribution options. Please see your Administrator for details:

- Your entire account once you reach age 65.

You may withdraw your rollover contributions, if any, at any time prior to severance.

The following conditions apply to in-service distributions:

- You must be fully vested to receive the distribution
- The amount of the distribution must not be less than \$1,000

You may only request one in-service distribution during a Plan year unless an individual investment option permits more frequent in-service distributions.

You may request a hardship distribution as described below. However, individual investment products may have their own rules relating to hardship distributions which would govern your situation. If you have questions, ask your Administrator for more details.

**Qualified reservist distributions.** Effective as of December 22, 2010, you were/are: (i) a reservist or National Guardsman; (ii) called to active duty after September 11, 2001; and (iii) called to duty for at least 180 days or for an indefinite period, you may take a distribution of your elective deferrals under the Plan while you are on active duty, regardless of your age. The 10% premature distribution penalty tax, normally applicable to Plan distributions made before you reach age 59 1/2, will not apply to the distribution. You also may repay the distribution to an IRA, without limiting amounts you otherwise could contribute to the IRA, provided you make the repayment within 2 years following your completion of active duty.

### **What is a hardship distribution?**

A hardship distribution may be made to satisfy certain immediate and heavy financial needs that you have. You can receive a hardship distribution from elective deferrals. A hardship distribution may only be made for payment of the following:

- Expenses for medical care (described in Section 213(d) of the Internal Revenue Code) previously incurred by you, your spouse or your dependent or necessary for you, your spouse or your dependent to obtain medical care;
- Costs directly related to the purchase of your principal residence (excluding mortgage payments);
- Tuition, related educational fees, and room and board expenses for the next twelve (12) months of post-secondary education for yourself, your spouse or dependent;
- Amounts necessary to prevent your eviction from your principal residence or foreclosure on the mortgage of your principal residence;
- Payments for burial or funeral expenses for your deceased parent, spouse, children or other dependents; or
- Expenses for the repair of damage to your principal residence that would qualify for the casualty deduction under the Internal Revenue Code.
- Federal, state, or local income taxes or penalties reasonably anticipated to result from a hardship distribution.



If you have one of the above expenses, a hardship distribution can be made only if all of the following conditions are satisfied:

- The distribution is not in excess of the amount of your immediate and heavy financial need. The amount of your immediate and heavy financial need may include any amounts necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from the distribution;
- You have obtained all distributions, other than hardship distributions, and all nontaxable (at the time of the loan) loans currently available under all plans maintained by your Employer;
- Your elective deferrals will be suspended for at least six (6) months after your receipt of the hardship distribution.

Any hardship distribution from elective deferrals will be limited, as of the date of distribution, to your total elective deferrals to date reduced by the amount of any previous distributions made to you from your elective deferral account. Ask the Administrator if you need further details.

## **ARTICLE VII TAX TREATMENT OF DISTRIBUTIONS**

### **What are my tax consequences when I receive a distribution from the Plan?**

Generally, you must include any Plan distribution in your taxable income in the year in which you receive the distribution. The tax treatment may also depend on your age when you receive the distribution.

**Qualified reservist distributions.** Effective as of December 22, 2010 you were/are: (i) a reservist or National Guardsman; (ii) called to active duty after September 11, 2001; and (iii) called to duty for at least 180 days or for an indefinite period, you may take a distribution of your elective deferrals under the Plan while you are on active duty, regardless of your age. The 10% premature distribution penalty tax, normally applicable to Plan distributions made before you reach age 59 1/2, will not apply to the distribution. You also may repay the distribution to an IRA, without limiting amounts you otherwise could contribute to the IRA, provided you make the repayment within 2 years following your completion of active duty.

### **Can I reduce or defer tax on my distribution?**

You may reduce, or defer entirely, the tax due on your distribution through use of one of the following methods:

- (a) The rollover of all or a portion of the distribution you actually receive to a traditional Individual Retirement Account (IRA) or another eligible employer plan. This will result in no tax being due until you begin withdrawing funds from the traditional IRA or other eligible employer plan. The rollover of the distribution, however, **MUST** be made within strict time frames (normally, within 60 days after you receive your distribution). Under certain circumstances all or a portion of a distribution (such as a hardship distribution) may not qualify for this rollover treatment. In addition, most distributions will be subject to mandatory federal income tax withholding at a rate of 20%. This will reduce the amount you actually receive. For this reason, if

you wish to roll over all or a portion of your distribution amount, the direct rollover option described in paragraph (b) below would be the better choice.

(b) For most distributions, you may request that a "direct rollover" of all or a portion of the distribution to either a traditional Individual Retirement Account (IRA) or another qualified employer plan willing to accept the rollover. A direct rollover will result in no tax being due until you withdraw funds from the traditional IRA or other qualified employer plan. Like the 60-day rollover, under certain circumstances all or a portion of the amount to be distributed may not qualify for this direct rollover, e.g., a distribution of less than \$200 will not be eligible for a direct rollover. If you elect to actually receive the distribution rather than request a direct rollover, then in most cases 20% of the distribution amount will be withheld for federal income tax purposes.

WHENEVER YOU RECEIVE A DISTRIBUTION THAT IS AN ELIGIBLE ROLLOVER DISTRIBUTION, THE ADMINISTRATOR WILL DELIVER TO YOU A MORE DETAILED EXPLANATION OF THESE OPTIONS. HOWEVER, THE RULES WHICH DETERMINE WHETHER YOU QUALIFY FOR FAVORABLE TAX TREATMENT ARE VERY COMPLEX. YOU SHOULD CONSULT WITH A QUALIFIED TAX ADVISOR BEFORE MAKING A CHOICE.

## **ARTICLE VIII PROTECTED BENEFITS AND CLAIMS PROCEDURES**

### **Is my benefit protected?**

As a general rule, your interest in your account may not be alienated. This means your interest may not be sold, used as collateral for a loan, given away or otherwise transferred. In addition, in general, your creditors may not attach, garnish or otherwise interfere with your account. However, creditor protection of Plan assets is a complex subject and may be affected by bankruptcy and other laws. If you want specific information about possible protection of your Plan account from creditors, you should consult a qualified advisor.

### **Are there any exceptions to the general rule?**

Apart from possible access by creditors described above, there are two exceptions to the general rule. The Administrator must honor a "qualified domestic relations order." A "qualified domestic relations order" is defined as a decree or order issued by a court that obligates you to pay child support or alimony, or otherwise allocates a portion of your assets in the Plan to your spouse, former spouse, child or other dependent. If a qualified domestic relations order is received by the Administrator, all or a portion of your benefits may be used to satisfy the obligation. The Administrator will determine the validity of any domestic relations order received. You and your beneficiaries can obtain from the Administrator, without charge, a copy of the procedure used by the Administrator to determine whether a qualified domestic relations order is valid.

The second exception applies if you are involved with the Plan's administration. If you are found liable for any action that adversely affects the Plan, the Administrator can offset your benefits by the amount you are ordered or required by a court to pay the Plan. All or a portion of your benefits will be used to satisfy any such obligation to the Plan.

## **Can the Plan be amended?**

Yes. The Employer may amend the Plan at any time. In no event, however, will any amendment authorize or permit any part of the Plan assets to be used for purposes other than the exclusive benefit of participants or their beneficiaries. Additionally, no amendment will cause any reduction in the amount credited to your account.

## **What happens if the Plan is discontinued or terminated?**

The Employer may terminate the Plan at any time. Upon termination, no more contributions may be made to the Plan. The Administrator will notify you of any modification or termination of the Plan.

## **How do I submit a claim for Plan benefits?**

You or your beneficiaries may make a request for any Plan benefits to which you believe you are entitled. Any such request should be in writing and should be made to the Administrator or investment provider. An investment provider may have specific forms for this purpose.

If the Administrator determines the claim is valid, then you will receive a statement describing the amount of benefit, the method or methods of payment, the timing of distributions and other information relevant to the payment of the benefit.

## **What if my benefits are denied?**

Your request for Plan benefits will be considered a claim for Plan benefits, and it will be subject to a full and fair review. If your claim is wholly or partially denied, the Administrator will provide you with a written or electronic notification of the Plan's adverse determination. This written or electronic notification must be provided to you within a reasonable period of time, but not later than 90 days after the receipt of your claim by the Administrator, unless the Administrator determines that special circumstances require an extension of time for processing your claim. If the Administrator determines that an extension of time for processing is required, written notice of the extension will be furnished to you prior to the termination of the initial 90-day period. In no event will such extension exceed a period of 90 days from the end of such initial period. The extension notice will indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the benefit determination.

In the case of a claim for disability benefits, if disability is determined by a physician chosen by the Administrator (rather than relying upon a determination of disability for Social Security purposes), then instead of the above, the Administrator will provide you with written or electronic notification of the Plan's adverse benefit determination within a reasonable period of time, but not later than 45 days after receipt of the claim by the Plan. This period may be extended by the Plan for up to 30 days, provided that the Administrator both determines that such an extension is necessary due to matters beyond the control of the Plan and notifies you, prior to the expiration of the initial 45-day period, of the circumstances requiring the extension of time and the date by which the Plan expects to render a decision. If, prior to the end of the first 30-day extension period the Administrator determines that, due to matters beyond the control of the Plan, a decision cannot be rendered within that extension period, the period for making the determination may be extended for up to an additional 30 days, provided that the Administrator notifies you, prior to the expiration of the first 30-day extension period, of the circumstances requiring the extension and the date as of which the Plan expects to render a decision. In the case of any such extension, the notice of extension will specifically explain the standards on which

entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues, and you will be afforded at least 45 days within which to provide the specified information.

The Administrator's written or electronic notification of any adverse benefit determination must contain the following information:

- (a) The specific reason or reasons for the adverse determination.
- (b) Reference to the specific Plan provisions on which the determination is based.
- (c) A description of any additional material or information necessary for you to perfect the claim and an explanation of why such material or information is necessary.
- (d) Appropriate information as to the steps to be taken if you or your beneficiary want to submit your claim for review.
- (e) In the case of disability benefits where the disability is determined by a physician chosen by the Administrator:
  - (i) If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion; or a statement that such rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy of the rule, guideline, protocol, or other similar criterion will be provided to you free of charge upon request.
  - (ii) If the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances, or a statement that such explanation will be provided to you free of charge upon request.

If your claim has been denied and you want to submit your claim for review, you must follow the Claims Review Procedure below.

### **What is the Claims Review Procedure?**

Upon the denial of your claim for benefits, you may file your claim for review, in writing, with the Administrator.

- (a) YOU MUST FILE THE CLAIM FOR REVIEW NO LATER THAN 60 DAYS AFTER YOU HAVE RECEIVED WRITTEN NOTIFICATION OF THE DENIAL OF YOUR CLAIM FOR BENEFITS.

HOWEVER, IF YOUR CLAIM IS FOR DISABILITY BENEFITS AND DISABILITY IS DETERMINED BY A PHYSICIAN CHOSEN BY THE ADMINISTRATOR, THEN INSTEAD OF THE ABOVE, YOU MUST FILE THE CLAIM FOR REVIEW NO LATER THAN 180 DAYS FOLLOWING RECEIPT OF NOTIFICATION OF AN ADVERSE BENEFIT DETERMINATION.

(b) You may submit written comments, documents, records, and other information relating to your claim for benefits.

(c) You may review all pertinent documents relating to the denial of your claim and submit any issues and comments, in writing, to the Administrator.

(d) You will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits.

(e) Your claim for review must be given a full and fair review. This review will take into account all comments, documents, records, and other information submitted by you relating to your claim, without regard to whether such information was submitted or considered in the initial benefit determination.

In addition to the Claims Review Procedure above, if your claim is for disability benefits and disability is determined by a physician chosen by the Administrator, then the Claims Review Procedure provides that:

(a) Your claim will be reviewed without deference to the initial adverse benefit determination and the review will be conducted by an appropriate named fiduciary of the Plan who is neither the individual who made the adverse benefit determination that is the subject of the appeal, nor the subordinate of such individual.

(b) In deciding an appeal of any adverse benefit determination that is based in whole or part on medical judgment, the appropriate named fiduciary will consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment.

(c) Any medical or vocational experts whose advice was obtained on behalf of the Plan in connection with your adverse benefit determination will be identified, without regard to whether the advice was relied upon in making the benefit determination.

(d) The health care professional engaged for purposes of a consultation in (b) above will be an individual who is neither an individual who was consulted in connection with the adverse benefit determination that is the subject of the appeal, nor the subordinate of any such individual.

The Administrator will provide you with written or electronic notification of the Plan's benefit determination on review. The Administrator must provide you with notification of this denial within 60 days after the Administrator's receipt of your written claim for review, unless the Administrator determines that special circumstances require an extension of time for processing your claim. If the Administrator determines that an extension of time for processing is required, written notice of the extension will be furnished to you prior to the termination of the initial 60-day period. In no event will such extension exceed a period of 60 days from the end of the initial period. The extension notice will indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the determination on review. However, if the claim relates to disability benefits and disability is determined by a physician chosen by the Administrator, then 45 days will apply instead of 60 days in the preceding sentences. In the case of an adverse benefit determination, the notification will set forth:

(a) The specific reason or reasons for the adverse determination.

- (b) Reference to the specific Plan provisions on which the benefit determination is based.
- (c) A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits.
- (d) In the case of disability benefits where disability is determined by a physician chosen by the Administrator:
  - (i) If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion; or a statement that such rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy of the rule, guideline, protocol, or other similar criterion will be provided to you free of charge upon request.
  - (ii) If the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances, or a statement that such explanation will be provided to you free of charge upon request.

If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court. However, in order to do so, you must file the suit no later than 180 days after the Administrator makes a final determination to deny your claim.

### **What are my rights as a Plan participant?**

As a participant in the Plan you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan participants are entitled to:

- (a) Examine, without charge, at the Administrator's office and at other specified locations, all documents governing the Plan, including insurance contracts and collective bargaining agreements; and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- (b) Obtain, upon written request to the Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and an updated SPD. The Administrator may make a reasonable charge for copies.
- (c) Receive a summary of the Plan's annual financial report. The Administrator is required by law to furnish each participant with a copy of this summary annual report.

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your Employer or any other person, may fire you or otherwise

discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

If your claim for a pension benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Administrator to provide the materials and pay you up to \$110.00 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator.

If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in federal court. You and your beneficiaries can obtain, without charge, a copy of the qualified domestic relations order procedures from the Administrator.

If it should happen that the Plan's fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees if, for example, it finds your claim is frivolous.

### **What can I do if I have questions or my rights are violated?**

If you have any questions about the Plan, you should contact the Administrator. If you have any questions about this statement, or about your rights under ERISA, or if you need assistance in obtaining documents from the Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in the telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

## **ARTICLE IX GENERAL INFORMATION ABOUT THE PLAN**

There is certain general information that you may need to know about the Plan. This information has been summarized for you in this Article.

### **General Plan Information**

The full name of the Plan is MRCI 403(b) Plan. It has plan number 002.

This Plan was originally effective on January 1, 1995. The amended and restated provisions of the Plan become effective on January 1, 2009.

The Plan's records are maintained on a twelve-month period of time. This is known as the "Plan year." The Plan year begins on January 1 and ends on December 31.

Valuations of the Plan are generally made daily.

The Plan will be governed by the laws of Minnesota to the extent not governed by federal law.

Benefits provided by the Plan are NOT insured by the Pension Benefit Guaranty Corporation (PBGC).

The Plan permits the payment of Plan expenses to be made from the Plan assets. If the Employer does not pay these expenses, then the expenses paid using the Plan's assets will generally be allocated among the accounts of all participants in the Plan. These expenses will be allocated either proportionately based on the value of the account balances or as an equal dollar amount based on the number of participants in the Plan. The method of allocating the expenses depends on the nature of the expense itself. For example, certain administrative (or recordkeeping) expenses would typically be allocated equally to each participant. If the Plan pays \$1,000 in expenses and there are 100 participants, your account balance would be charged \$10 ( $\$1,000/100$ ) of the expense.

### **What is an "hour of service" under the Plan?**

An hour of service is:

- (a) each hour for which you are directly or indirectly compensated by the Employer for the performance of duties during the Plan year;
- (b) each hour for which you are directly or indirectly compensated by the Employer for reasons other than the performance of duties (such as vacation, holidays, sickness, disability, lay-off, military duty, jury duty or leave of absence during the Plan year); and
- (c) each hour for back pay awarded or agreed to by the Employer.

You will not be credited for the same hours of service both under (a) or (b), as the case may be, and under (c).

### **How are hours of service credited?**

You will be credited with your actual hours of service for all Plan purposes.

### **Employer Information**

The Plan sponsor's name, address, identification number and business telephone number are:

Mankato Rehabilitation Center, Inc.  
15 Map Drive  
Mankato, Minnesota 56002-0328  
41-0736870  
507-386-5645



The Plan allows other employers to adopt its provisions. You or your beneficiaries may examine or obtain a complete list of employers, if any, who have adopted the Plan by making a written request to the Administrator.

### **Administrator Information**

The Plan's Administrator is responsible for the day-to-day administration and operation of the Plan. For example, the Administrator maintains the Plan records, including your account information, provides you with the forms you need to complete for Plan participation and directs the payment of your account at the appropriate time. The Administrator will also allow you to review the formal Plan document and certain other materials related to the Plan. If you have any questions about the Plan and your participation, you should contact the Administrator. The Administrator may designate other parties to perform some duties of the Administrator, and some duties are the responsibility of the investment provider(s) to the Plan.

The Administrator has the complete power, in its sole discretion, to determine all questions arising in connection with the administration, interpretation, and application of the Plan (and any related documents and underlying policies). Any such determination by the Administrator is conclusive and binding upon all persons.

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

Mankato Rehabilitation Center, Inc.  
15 Map Drive  
Mankato, Minnesota 56002-0328  
41-0736870  
507-386-5645

### **Service of Legal Process**

Service of legal process may be made upon your Employer. Service of legal process may also be made upon the Employer's chief executive officer, any Trustee or the Administrator.

**SUMMARY OF MATERIAL MODIFICATION**  
**TO THE**  
**MRCI 403(b) Plan**

Effective January 1, 2009, Mankato Rehabilitation Center, Inc. amended your 403(b) Plan. Following is a summary of the change and it is intended to qualify as a Summary of Material Modification, as defined under Department of Labor Regulation 2520-104b-3(a). The changes on your Summary Plan Description are as follows:

**How will my benefits be paid?**

There are various methods by which benefits may be distributed to you from the Plan. The method depends on your marital status, as well as the elections you and your spouse make. All methods of distribution, however, have equivalent values. The rules under this Article apply to all distributions you will receive from the Plan, whether by reason of retirement, termination, or any other event which may result in a distribution of benefits.

If you waive the annuity benefit (with your spouse's consent if you are married), you may elect to receive your distribution under one of the methods described below:

- a single lump-sum payment in cash or, in certain circumstances, in property.
- monthly, quarterly, or annual installments over a period of not more than your assumed life expectancy (or your and your beneficiary's assumed life expectancies).
- Partial withdrawals for in-service and terminated distributions due to disability..

This Summary should be attached and made a permanent part of your Summary Plan Description that was distributed to you previously. The Summary Plan Description is contained within your Compendium Notebook. If you do not recall receiving one, or cannot locate a current copy, please request an additional copy. Thank you.

Sincerely,

Mankato Rehabilitation Center, Inc.

**SUMMARY OF MATERIAL MODIFICATION**  
**TO THE**  
**MRCI 403(b) Plan**

Effective January 1, 2014, Mankato Rehabilitation Center, Inc. amended your 403(b) Plan. Following is a summary of the change and it is intended to qualify as a Summary of Material Modification, as defined under Department of Labor Regulation 2520-104b-3(a). The changes on your Summary Plan Description are as follows:

**Am I eligible to participate in the Plan?**

Provided you are an eligible employee, you are eligible to participate in the Plan once you satisfy the Plan's eligibility conditions described in the next question. The following describes the eligibility requirements and Entry Dates that apply. You should contact the Administrator if you have questions about the timing of your Plan participation.

If you are a member of a class of employees identified below, you are not an eligible employee for all Plan purposes. The employees who are excluded are:

- certain nonresident aliens who have no earned income from sources within the United States.
- employees whose employment is governed by a collective bargaining agreement under which retirement benefits were the subject of good faith bargaining, unless such agreement expressly provides for participation in this Plan.
- employees whose jobs are defined as:
  - Independent Contractors
  - Alternative or Production Workers
  - On-Call Substitues

**When am I eligible to participate in the Plan?**

Provided you are an eligible employee, you will be able to make elective deferrals beginning on your date of hire.

Provided you are an eligible employee, you will be eligible to participate in Employer contributions once you satisfy the applicable age and service requirements. You will actually enter the Plan once you reach the entry date as described in the next question.

You will have met the age requirement when you attain age 18.

You will have met the service requirement when you complete two years of service.

You will have completed two years of service if you have been credited with at least 1,000 hour(s) of service during both your first twelve months of employment and your twelve months of employment that begin on the first anniversary of the date you were employed by the Employer, without an intervening break in service. (See the question "Does all my service with the Employer count for purposes of Plan eligibility?" for more information on breaks in service.)

**SUMMARY OF MATERIAL MODIFICATION**  
**TO THE**  
**MRCI 403(b) Plan**

Effective January 1, 2017, Mankato Rehabilitation Center, Inc. amended your 403(b) Plan. Following is a summary of the change and it is intended to qualify as a Summary of Material Modification, as defined under Department of Labor Regulation 2520-104b-3(a). The changes on your Summary Plan Description are as follows:

**Am I eligible to participate in the Plan?**

If you are a member of a class of employees identified below, you are not an eligible employee for all Plan purposes. The employees who are excluded are:

- certain nonresident aliens who have no earned income from sources within the United States.
- employees whose jobs are defined as:
  - On-Call Substitutes regularly scheduled to work less than 20 hours per week

If you are a member of a class of employees identified below, you are not an eligible employee for Employer Match and Non Elective contributions. The employees who are excluded are:

- Highly Compensated Employees
- Employees whose employment is governed by a collective bargaining agreement under which retirement benefits were the subject of good faith bargaining, unless such agreement expressly provides for participation in this Plan.
- Employees whose jobs are defined as:
  - Consumers/Clients
  - Alternative or Production Workers
  - On-Call Substitutes
  - Personal Care Assistants (PCAs)

This Summary should be attached and made a permanent part of your Summary Plan Description that was distributed to you previously. The Summary Plan Description is contained within your Compendium Notebook. If you do not recall receiving one, or cannot locate a current copy, please request an additional copy. Thank you.

Sincerely,

Mankato Rehabilitation Center, Inc.