

AMENDMENT NO. 5
to
THE CALIFORNIA TEACHERS ASSOCIATION
EMPLOYEES' RETIREMENT BENEFITS PLAN

(As Amended and Restated Effective January 1, 2021)

EXECUTION

On December 13, 2023, the undersigned amended the January 1, 2021 restatement of the California Teachers Association Employees' Retirement Benefits Plan as set forth in this document, to be effective January 1, 2023. This Amendment No. 5 to the Plan may be executed in two or more counterparts, all of which shall be deemed originals, and all of which taken together shall constitute one instrument.

CALIFORNIA TEACHERS ASSOCIATION

By: 

Date: 3/26/24

CALIFORNIA STAFF ORGANIZATION

By: 

Date: 3/26/24

CALIFORNIA ASSOCIATE STAFF

By: 

Date: 3/26/24

AMENDMENT NO. 5
to
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EMPLOYEES' RETIREMENT BENEFITS PLAN

(As Amended and Restated Effective January 1, 2021)

1. Section 1.34.4 is amended to read in its entirety as follows:

1.34.4 Unused Sick Leave Credit. Each Participating Employer shall treat any unused sick leave credited to a Member, as of the last day on which he or she completed an Hour of Service for any Participating Employer, as additional Years of Credited Benefit Service. For a Member who is represented by the CAS, or is a confidential assistant or supervisory employee of the State Association, the portion of a Year (or the number of Years) of Credited Benefit Service to be credited pursuant to this Section shall be based on a fraction, the numerator of which is the number of days such unused sick leave and the denominator of which is 225, *i.e.*, exactly one Year of Credited Benefit Service shall be credited if the Member has exactly 225 days of such unused sick leave. For a Member who is represented by the CSO or is not represented by a Union (except confidential assistants and supervisory employees of the State Association), the portion of a Year (or the number of Years) of Credited Benefit Service to be credited pursuant to this Section shall be determined by multiplying the number of days of such unused sick leave by 0.004, *i.e.*, exactly one Year of Credited Benefit Service shall be credited if the Member has exactly 250 days of such unused sick leave.

2. Section 10.1 is amended in its entirety to read as follows:

10.1 Withdrawal Liability Rules. If any Participating Employer completely or partially withdraws from the Plan (as described in Part 1 of Title IV(E) of ERISA or Sections 10.2 through

10.4), the withdrawing Employer shall be subject to withdrawal liability if and to such extent as is required by, and in the circumstances specified in, applicable provisions of Titles I and IV of ERISA, the Trust Agreement, and/or any resolutions, rules or regulations adopted by the Board under the Trust Agreement or the Pension Benefit Guaranty Corporation under ERISA. In applying this provision for withdrawal liability assessed on or after January 1, 2011, the de minimis rule set forth in Section 4209 of ERISA shall be applied as specified in subsection 4209(b) so that the maximum de minimis amount is \$100,000 (rather than \$50,000). The American Arbitration Association ("AAA") Multiemployer Pension Plan Arbitration Rules for Withdrawal Liability Disputes, as revised from time to time, shall apply to the arbitration of any withdrawal liability dispute.