

**AMENDMENT NO. 6 TO
THE CALIFORNIA TEACHERS ASSOCIATION
EMPLOYEES' RETIREMENT BENEFITS PLAN**

The undersigned hereby amend the following provisions of the above-named Plan as set forth on the following pages:

Provisions Amended

Effective Date and Time

Section 7.12.1

September 15, 2003

EXECUTION

CALIFORNIA TEACHERS ASSOCIATION

CALIFORNIA STAFF ORGANIZATION

By: _____

By: _____

Dated: _____, 2003

Dated: _____, 2003

CALIFORNIA ASSOCIATE STAFF

By: _____

Dated: _____, 2003

**AMENDMENT NO. 6TO
THE CALIFORNIA TEACHERS ASSOCIATION
EMPLOYEES' RETIREMENT BENEFITS PLAN**

1. Effective as of September 15, 2003, Section 7.12.1 amended in its entirety to read as follows:

7.12.1 General Rule. Benefits are payable only (i) to former Members or their Beneficiaries (as defined in Section 7.11), including former spouses or other alternate payees when required by a Qualified Domestic Relations Order as described in Section 7.12.2; (ii) to their court-appointed representatives; or (iii) to the California Teachers Association Employees' Health & Welfare Trust pursuant to a voluntary and revocable assignment by the former Member or his or her Beneficiary of such amounts as may be payable by him or her toward the purchase of long term care insurance coverage. All benefit payments shall be made directly to such persons and shall not be subject to claims of creditors or others, nor to legal process, and may not be voluntarily or involuntarily alienated or encumbered, except insofar as permitted under Section 206(d) of ERISA. However, if any former Member or Beneficiary is unable to give a valid receipt for a benefit payment and the payment has not been claimed by a court-appointed representative, then that payment may, in the discretion of the Board, be paid to any individual or institution providing for the care and maintenance of the Member or Beneficiary.