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# Volume Submitter 403(b) Adoption Agreement #04002

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**Davis Joint Unified School District, CA**

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**Non-ERISA VOLUME SUBMITTER 403(b) PLAN DOCUMENT  
FOR PUBLIC SCHOOLS, ADOPTION AGREEMENT #04002**

The undersigned Employer hereby adopts a section 403(b) plan in the form a Volume Submitter 403(b) plan attached hereto, and agrees that the following terms, definitions, and elections shall be part of such 403(b) Plan. Where applicable, certain Items have a Default Provision indicated below the Item number that will apply if no election is made by the Employer.

**EMPLOYER INFORMATION**

1. Employer Name: Davis Joint Unified School District

Address: 526 B Street

City: Davis

State: California

Zip Code: 95616

Phone: \_\_\_\_\_

2. Contact Person: Oscar Alcocer

Phone: 530-757-5300  
ext 127

Email: oalcocer@djusd.net

3. Employer Identification Number: 68-0343640

4. The Administrator shall be (entity that administers the Plan):

- ☒ (a) The Employer ☐ (b) The Employer Jointly with the Vendors  
☐ (c) A designated Administrator (specify): \_\_\_\_\_

**PLAN INFORMATION**

5. Sponsor of the 403(b) Volume Submitter Plan: TSA Consulting Group, Inc.

Address: 15 Yacht Club Dr NE, Fort Walton Beach FL 32548

Phone: 888-777-5827

E-mail: programs@tsacg.com

6. (a) Name of Plan: Davis Joint Unified School District 403(b)

(b) This Plan is a Multiple Employer Plan ☐ Yes; ☒ No. If Yes, name of Plan Sponsor: \_\_\_\_\_

7. (a) Plan Year:

- ☒ (1) The calendar year;  
☐ (2) The 12-consecutive month period beginning on \_\_\_\_\_; or  
☐ (3) An initial short Plan Year beginning on \_\_\_\_\_ and ending on \_\_\_\_\_ and thereafter the 12-consecutive month period beginning on \_\_\_\_\_ and ending on \_\_\_\_\_  
☐ (4) A short Plan Year beginning on \_\_\_\_\_ and ending on \_\_\_\_\_

(b) Limitation Year:

- ☐ (1) The Plan Year  
☒ (2) The calendar year  
☐ (3) The 12-consecutive month period beginning on \_\_\_\_\_  
☐ (4) An initial short Plan Year beginning on \_\_\_\_\_ and ending on \_\_\_\_\_ and thereafter the 12-consecutive month period beginning on \_\_\_\_\_ and ending on \_\_\_\_\_  
☐ (5) A short Plan Year beginning on \_\_\_\_\_ and ending on \_\_\_\_\_

8. Effective Date: The Employer has completed and signed this Adoption Agreement in order to:

		Initial Effective Date	Amendment/Restatement Effective Date
<input type="checkbox"/> (a)	Establish a new 403(b) plan (not earlier than the 1 <sup>st</sup> day of current Plan Year)		N/A
<input checked="" type="checkbox"/> (b)	Restate a 403(b) plan previously adopted by the Employer (restatement date cannot be earlier than 1-01-2009, but not later than 1-01-2010 unless the initial effective date is after 1-01-2010)	01/01/2009	01/01/2010
<input type="checkbox"/> (c)	Amend a 403(b) plan previously adopted by the Employer (Amendments made, if applicable: _____)		_____

9. The Plan shall accept the following contribution types (check all that apply and complete the corresponding section(s) of the Adoption Agreement, if applicable):

<input checked="" type="checkbox"/> (a)	Pre-Tax Elective Deferrals	<input checked="" type="checkbox"/> (j)	Rollovers
<input checked="" type="checkbox"/> (b)	Post-Tax Roth Elective Deferrals	<input checked="" type="checkbox"/> (k)	Plan-to-Plan Transfers
<input checked="" type="checkbox"/> (c)	Age 50 Catch-up Contributions	<input checked="" type="checkbox"/> (l)	Exchanges (as outlined in the Administrative Appendix)

<input type="checkbox"/> (d)	Special Catch-up after 15 years of service	<input type="checkbox"/> (m)	PTO – Sick Leave
<input type="checkbox"/> (e)	Nondeductible Employee (After-Tax) Contributions	<input type="checkbox"/> (n)	PTO – Vacation
<input type="checkbox"/> (f)	Mandatory Employee Contribution	<input type="checkbox"/> (o)	Social Security Replacement
<input checked="" type="checkbox"/> (g)	Employer Nonelective Contributions pursuant to the Collective Bargaining Agreement and/or the employment contract	<input type="checkbox"/> (p)	ORP Contributions subject to Article XII of the Plan
<input type="checkbox"/> (h)	Employer Matching Contributions pursuant to the Collective Bargaining Agreement and/or the employment contract	<input type="checkbox"/> (q)	Supplemental 403(b) Contributions (subject to Article XII of the Plan)
<input checked="" type="checkbox"/> (i)	Post-Employment Employer Contributions	<input type="checkbox"/> (r)	Deemed IRA

10. In computing a Participant's Compensation (as defined under Section 2.14 of the Plan, the following shall be excluded:

		All Contributions	Elective Deferrals	Mandatory Contributions	Employer Contributions
<input checked="" type="checkbox"/> (a)	No exclusions. All compensation will be included.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> (b)	Overtime	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> (c)	Bonuses	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> (d)	Other (describe another exclusion, for example, stipends):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

11. (a) Compensation shall be determined over the following Determination period: ☐ (1) the Plan Year; or ☒ (2) a consecutive 12-month period ending with or within the Plan Year. Enter the day and the month this period begins: 01 (day) 01 (month). For Employees whose date of hire is less than 12 months before the end of the 12-month period designated, compensation will be determined over the Plan Year.

(b) For purposes of allocating Employer Contributions, Compensation ☒ (1) shall ☐ (2) shall not include amounts paid prior to a Participant's Entry Date.

12. Allocation Periods for Contributions (This will determine if additional contributions need to be made for a given year:

		All Contributions	Matching	Nonelective
<input type="checkbox"/> (a)	Weekly	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> (b)	Bi-Weekly	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> (c)	Quarterly	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> (d)	Annual	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> (e)	Per Pay	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> (f)	Other (specify): _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

#### ELIGIBILITY AND PARTICIPATION – ELECTIVE DEFERRALS

13. The following Employees shall be eligible under the Plan to make Elective Deferrals (Check (a) or (b)):

☐ (a) All Employees of the Employer.

☒ (b) All Employees of the Employer except the following category(ies):

- ☐ (1) Nonresident aliens described in section 410(b)(3)(C) of the Code, who receive no earned income from the Employer which constitutes income from sources within the U.S.
- ☐ (2) Employees who normally work less than 20 hours per week. An Employee normally works fewer than 20 hours per week if, for the 12-month period beginning on the date the Employee's employment commenced, the Employer reasonably expects the Employee to work fewer than 1,000 hours of service (as defined under section 410(a)(3)(C) of the Internal Revenue Code) in such period, and, for each Plan Year ending after the close of that 12-month period, the Employee has worked fewer than 1,000 hours of service in the preceding 12- month period. Under this provision, an Employee who works 1,000 or more hours of service in the 12-month period beginning on the date the Employee's employment commenced or in a Plan Year ending after the close of that 12- month period shall then be eligible to participate in the

<input type="checkbox"/> (3)  <input checked="" type="checkbox"/> (4)	<p>Plan. Once an Employee becomes eligible to have Elective Deferrals made on his or her behalf under the Plan under this standard, the Employee cannot be excluded from eligibility to have Elective Deferrals made on his or her behalf in any later year under this standard.</p> <p>Employees who are eligible to make Elective Deferrals under another plan, including an IRC section 457(b) eligible governmental plan; a 401(k) qualified cash or deferred arrangement of the Employer or another section 403(b) Plan of the Employer</p> <p>Employees who are students performing services described in section 3121(b)(10) of the Code.</p> <p>(c) If 13(b)(2) is elected above, then the following rule will apply for subsequent years in determining whether the Employee is eligible for the Plan. The initial computation period shall begin on the date of hire and end on the anniversary thereof. Subsequent eligibility computation periods shall commence with:</p> <p><input type="checkbox"/> (1) the anniversary of the Employee's employment commencement date; or  <input type="checkbox"/> (2) the Plan Year which commences prior to the Employee's first anniversary of his employment commencement date.</p> <p>(d) <input type="checkbox"/> (1) The Employer elects to reduce the required Hours of Service per year in 13(b)(2) to _____ (not to exceed 1000) Hours; or  <input type="checkbox"/> (2) N/A.</p>
<p>14. The Entry Date of a Participant with respect to Elective Deferrals shall be:</p> <p><input type="checkbox"/> (a) On the first day of the month following date of employment;  <input type="checkbox"/> (b) After the completion of _____ days (may be 30 or 60 days, if Employee receives information on the Plan within the first 30 days of employment)  <input checked="" type="checkbox"/> (c) Entry Date shall mean the Employee's employment commencement date and deferrals elections shall be effective in the next pay period.  <input type="checkbox"/> (d) Other (Specify. May not exceed 60 days from satisfaction of eligibility requirements): _____</p>	
<p>15. Employees are permitted to make Pre-Tax Elective Deferrals to the Plan as follows:</p> <p><input checked="" type="checkbox"/> (a) Elective Deferrals of up to the maximum amount permitted under sections 403(b) and 415 of the Code are permitted.  <input type="checkbox"/> (b) Elective Deferrals of up to _____ % (not to exceed 100%) of a Participant's Compensation are permitted.</p>	
<p>16. If Roth 403(b) Elective Deferrals are permitted under the Plan then Excess Deferrals will first be corrected from the:</p> <p><input checked="" type="checkbox"/> (a) regular Pre-tax Elective Deferral Account; or  <input type="checkbox"/> (b) Roth Elective Account  <input type="checkbox"/> (c) N/A.</p>	
<p style="text-align: center;"><b>AUTOMATIC ENROLLMENT</b></p>	
<p>In consideration of the following provisions, an Employer should determine whether automatic enrollment is permitted under the applicable State law prior to adopting this provision.</p>	
<p>17. The Eligible Automatic Contribution Arrangement (EACA) provisions of Article 3.03 of the Plan:</p> <p><input checked="" type="checkbox"/> (a) shall not apply  <input type="checkbox"/> (b) shall apply and the Default Percentage indicated below shall be automatically withheld and contributed to the Plan as a Pre-Tax Elective Deferral.</p>	
<p>18. (a) Covered Employee for Purposes of Eligible Automatic Contribution Arrangement (EACA):          Employees covered under the EACA are (Check one of the options below.):</p> <p><input type="checkbox"/> (1) All Participants  <input type="checkbox"/> (2) All Participants who do not have an affirmative election in effect regarding Elective Deferrals  <input type="checkbox"/> (3) All Participants who become Participants on or after the effective date of the EACA and who do not have an affirmative election in effect regarding Elective Deferrals</p> <p>(b) Default Percentage (Check one of the options below and insert a percentage or percentages and, if applicable, a date.):</p>	

- ☐ (1) The Default Percentage is \_\_\_\_\_% (a uniform percentage of each Covered Employee's Compensation for the applicable pay period)
- ☐ (2) The initial Default Percentage is \_\_\_\_\_% (a uniform percentage of each Covered Employee's Compensation for the applicable pay period) and will increase by one percentage point as described in Section 3.03 of Article III of the Plan until the Default Percentage is \_\_\_\_\_%. (Insert the highest default percentage that will apply) Each increase will be effective with the first pay period of the Plan Year or the first pay period after the date inserted here: \_\_\_\_\_.

#### ROLLOVER/TRANSFER AND OTHER EMPLOYEE CONTRIBUTION PROVISIONS

19. (a) Direct Rollovers: The Plan will accept a Direct Rollover of an Eligible Rollover Distribution from (check each that applies or N/A):

- ☐ (1) N/A. The Plan will not accept Direct Rollovers from any plan.
- ☒ (2) a qualified plan described in section 401(a) or 403(a) of the Code, excluding After-Tax employee contributions.
- ☐ (3) an annuity contract described in section 403(b) of the Code, including After-Tax employee contributions.
- ☒ (4) an annuity contract described in section 403(b) of the Code, excluding After-Tax employee contributions.
- ☒ (5) an eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state.

(b) The Plan ☒ (1) will ☐ (2) will not accept Designated Roth accounts from any of the plans selected in 19(a)

#### 20. Participant Rollover Contributions

(a) Participant Rollover Contributions from Other Employer Plans: The Plan will accept a Participant contribution of an Eligible Rollover Distribution from (check each that applies or N/A):

- ☐ (1) N/A. The Plan will not accept Rollover Contributions from any employer plan.
- ☒ (2) a qualified plan described in section 401(a) or 403(a) of the Code, excluding after-tax employee contributions.
- ☒ (3) an annuity contract described in section 403(b) of the Code, excluding after-tax employee contributions.
- ☒ (4) an eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state.

(b) The Plan ☒ (1) will ☐ (2) will not accept Designated Roth accounts from any of the plans selected in 20(a)

(c) Participant Rollover Contributions from IRAs: The Plan (choose one):

(1) ☒ will (2) ☐ will not accept a Participant Rollover Contribution of the portion of a distribution from an individual retirement account or annuity described in section 408(a) or 408(b) of the Code that is eligible to be rolled over and would otherwise be includible in gross income.

#### 21. In-Plan Roth Rollovers:

(a) The Plan ☒ (1) will ☐ (2) will not permit In-Plan Roth Rollovers of distributable amounts.

(b) The Plan ☒ (1) will ☐ (2) will not permit In-Plan Roth Rollovers of otherwise non-distributable amounts.

22. Deemed IRA Contributions. A Participant may make Deemed IRA contributions to the following type(s) of IRA Accounts established in accordance with Article XIII of the Plan:

☐ (a) Traditional  
☐ (b) Roth  
☐ (c) Either (a) or (b) above as designated by the Participant at the time the contribution is made

23. Mandatory Employee Contributions shall be required to be made by the following Employees:

☐ (a) \_\_\_\_\_% of each eligible Employee's Compensation if such Employee was hired after: \_\_\_\_\_; and if applicable  
☐ (b) \_\_\_\_\_% of each eligible Employee's Compensation if such Employee was hired after \_\_\_\_\_, and was a participant in \_\_\_\_\_ (e.g. state retirement plan) but after receiving a choice has elected to participate in this Plan.

**DISTRIBUTION PROVISIONS**

24. Pursuant to the underlying Individual Agreements, the following transactions are permitted:

(a) Select all that apply and specify the corresponding sources from which the withdrawal can be made:

		All Contributions	Elective Deferrals	Mandatory Contributions	Employer Contributions
<input checked="" type="checkbox"/> (1)	Financial Hardship Distributions	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> (2)	Loans	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> (3)	Distributions at age 59 ½	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(b) The following transactions are permitted:

<input checked="" type="checkbox"/> (1)	Plan-to-Plan transfers to another Employer Plan
<input checked="" type="checkbox"/> (2)	Transfers to a State Retirement Plan to purchase service credits
<input checked="" type="checkbox"/> (3)	Distribution of Rollover Contributions at any time

(c) The following distributions are permitted from Employer Contributions under Annuity Contracts only:

<input checked="" type="checkbox"/> (1)	Attained Age of <u>59 1/2</u>
<input type="checkbox"/> (2)	After _____ Years of Service

25. If permitted by the underlying Individual Agreements, the Plan (a) ☐ will, (b) ☒ will not permit the distribution of Small Account Balances from the Plan.

**EMPLOYER CONTRIBUTIONS**

26. Employer Contributions

☐ (a) Employer Contributions shall not be made.

☒ (b) Employer Contributions shall be made as follows (check all types that apply):

☒ (1) Employer Contributions shall be made in accordance with any applicable collective bargaining agreements or employment contracts as shall be determined from time to time by the Employer.

☐ (2) Discretionary Contribution Formula: Nonelective Employer contributions will be allocated to each Participant in the ratio that such Participant's Compensation bears to the compensation of all Participants to whom Nonelective Employer contributions are allocated determined annually by the Employer.

☐ (3) Definite Contribution Formula: For each Plan Year, the Employer will contribute for each eligible Participant an amount equal to \_\_\_\_\_% or \$\_\_\_\_\_ of such Participant's Compensation.

☒ (4) Employer Post-Employment Contributions shall be made.

☐ (5) Employer Matching Contributions shall be made under the following formula:

☐ (A) \_\_\_\_\_ percent of the Participant's Elective Deferrals  
☐ (B) \_\_\_\_\_ percent of the Participant's Employee Contributions  
☐ (C) The Employer shall not match amounts provided in excess of \$\_\_\_\_\_, or in excess of \_\_\_\_\_ percent, of the Participant's Compensation  
☐ (D) An amount, if any, determined by the Employer

☐ (6) ORP Contributions under the State of \_\_\_\_\_ made pursuant to the applicable laws of the ORP.

<input type="checkbox"/> (7) Employees hired after _____ where such Employees are making a Mandatory Employee Contribution of _____%, shall receive an Employer Nonelective Contribution of _____% of Compensation.			
<b>ELIGIBILITY AND PARTICIPATION – EMPLOYER CONTRIBUTIONS</b>			
27. All Employees of the Employer (including employers required to be aggregated under sections 414(b), (c), (m), or (o) of the Code) will be eligible to participate in this Plan except the following:			
		Nonelective	Matching
<input checked="" type="checkbox"/> (a)	N/A. There is no age or service requirement.	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> (b)	Employees who have not attained age _____ (cannot exceed age 21)	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> (c)	Employees who have not completed _____ Year(s) of Service; or _____ Month(s) of Service; or _____ Day(s) of Service. (Cannot exceed 1 year unless the Plan provides a nonforfeitable right to 100% of the Participant's account balance derived from Employer contributions after not more than 2 years of service in which case up to 2 years is permissible. If the Year(s) of Service selected is or includes a fractional year, an employee will not be required to complete any specified number of Hours of Service to receive credit for such fractional year.)	<input type="checkbox"/>	<input type="checkbox"/>
28. All Employees who are members of eligible classes of employees shall be eligible to participate in the Plan except:			
		Nonelective	Matching
<input checked="" type="checkbox"/> (a)	N/A. There are no exclusions	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> (b)	Nonresident Aliens (see Section 2.28 of the Plan)	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> (c)	Employees who become Employees as the result of a "section 410(b)(6)(C) transaction"	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> (d)	Employees of the following employer(s) aggregated with the Employer under section 414(b), (c), (m), or (o) of the Code: _____	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> (e)	Hourly Rated Employees	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> (f)	Other (specify): _____ (Note: Insert an exclusion category, e.g. Division A Employees.)	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> (g)	Nonresident Aliens (see Section 2.28 of the Plan)	<input type="checkbox"/>	<input type="checkbox"/>
29. (a) Eligibility under the Plan will be extended to all Employees who satisfied the eligibility requirements of this Plan with the following prior unrelated employer(s): <input type="checkbox"/> (1) _____; <input checked="" type="checkbox"/> (2) N/A  (b) The eligibility and service requirements in Item #27 above <input type="checkbox"/> (1) are <input type="checkbox"/> (2) are not waived with respect to Employees employed on the Effective Date of this Plan. If these requirements are waived, such Employees shall become Participants in the Plan as of the Effective Date of the Plan.			
30. Service for eligibility and vesting will be determined on the basis of the method selected below. Only one method may be selected and such method will be applied to all Employees covered under the Plan.			
<input type="checkbox"/> (a)	On the basis of actual hours for which an Employee is paid or entitled to payment		
<input type="checkbox"/> (b)	On the basis of days worked. An Employee will be credited with ten (10) hours of service if under Section 2.25 of the Plan such Employee would be credited with at least one (1) Hour of Service during the day		
<input type="checkbox"/> (c)	On the basis of weeks worked. An Employee will be credited with forty-five (45) Hours of Service if under Section 2.25 of the Plan such Employee would be credited with at least one (1) Hour of Service during the week		
<input type="checkbox"/> (d)	On the basis of semi-monthly payroll periods. An Employee will be credited with ninety-five (95) Hours of Service if under Section 2.25 of the Plan such Employee would be credited with at least one (1) Hour of Service during the semi-monthly payroll period		
<input type="checkbox"/> (e)	On the basis of months worked. An Employee will be credited with one hundred ninety (190) Hours of Service if under Section 2.25 of the Plan such Employee would be credited with at least one (1) Hour of Service during the month		
<input type="checkbox"/> (f)	On the basis of Elapsed Time, as provided for in Section 2.43(b)(2) of the Plan		

<p>31. (a) Subsequent Eligibility Computation Periods shall commence with:</p> <p><input type="checkbox"/> (1) the anniversary of the Employee's employment commencement date; or</p> <p><input type="checkbox"/> (2) the Plan Year which commences prior to the Employee's first anniversary of his employment commencement date.</p> <p>(b) Subsequent Vesting Computation Periods shall commence with:</p> <p><input type="checkbox"/> (1) the anniversary of the Employee's employment commencement date; or</p> <p><input type="checkbox"/> (2) the Plan Year which commences prior to the Employee's first anniversary of his employment commencement date.</p>																			
<p>32. An Employee who has completed the eligibility requirements shall enter the Plan on the following Entry Date:</p>																			
		Nonelective	Matching																
<input type="checkbox"/> (a)	There are no age and service requirements. Entry Date shall mean the Employee's employment commencement date.	<input type="checkbox"/>	<input type="checkbox"/>																
<input checked="" type="checkbox"/> (b)	The day on which the Employee satisfies the eligibility requirements	<input checked="" type="checkbox"/>	<input type="checkbox"/>																
<input type="checkbox"/> (c)	The first day of the Plan Year in which the Employee satisfies the eligibility requirements	<input type="checkbox"/>	<input type="checkbox"/>																
<input type="checkbox"/> (d)	The first day of the first month or the first day of the 7th month of the Plan Year coinciding with or next following the satisfaction of the Plan's eligibility requirements	<input type="checkbox"/>	<input type="checkbox"/>																
<input type="checkbox"/> (e)	The first day of the month in which the Participant satisfies the eligibility requirements	<input type="checkbox"/>	<input type="checkbox"/>																
<input type="checkbox"/> (f)	The first day of the following months after the Employee satisfies the eligibility requirements _____	<input type="checkbox"/>	<input type="checkbox"/>																
<p>33. All of an Employee's Years of Service with the Employer are counted to determine the Vested Percentage in the Participant's Employer Contribution except:</p> <p><input type="checkbox"/> (a) N/A. All Years of Service will count toward Vesting</p> <p><input type="checkbox"/> (b) Years of Service before age 18</p> <p><input type="checkbox"/> (c) Years of Service before the Employer maintained this Plan or a predecessor plan</p>																			
<p>34. Each Participant's Vested Percentage in his Employer Contribution Account shall be determined as follows:</p>																			
		Nonelective	Matching																
<input type="checkbox"/> (a) Vesting Formula #1 - 100% vested at all times		<input type="checkbox"/>	<input type="checkbox"/>																
<input type="checkbox"/> (b) Vesting Formula #2 - 100% vested after _____ (not to exceed three) Years of Service		<input type="checkbox"/>	<input type="checkbox"/>																
<input type="checkbox"/> (c) Vesting Formula #3: <table style="width: 100%; border: none;"> <tr> <td style="text-align: left;"><u>Years of Service</u></td> <td style="text-align: left;"><u>Vested Percentage</u></td> </tr> <tr> <td>Less than 1</td> <td>_____</td> </tr> <tr> <td>1</td> <td>_____</td> </tr> <tr> <td>2</td> <td>_____ (not less than 20%)</td> </tr> <tr> <td>3</td> <td>_____ (not less than 40%)</td> </tr> <tr> <td>4</td> <td>_____ (not less than 60%)</td> </tr> <tr> <td>5</td> <td>_____ (not less than 80%)</td> </tr> <tr> <td>6 or more</td> <td>100%</td> </tr> </table>		<u>Years of Service</u>	<u>Vested Percentage</u>	Less than 1	_____	1	_____	2	_____ (not less than 20%)	3	_____ (not less than 40%)	4	_____ (not less than 60%)	5	_____ (not less than 80%)	6 or more	100%	<input type="checkbox"/>	<input type="checkbox"/>
<u>Years of Service</u>	<u>Vested Percentage</u>																		
Less than 1	_____																		
1	_____																		
2	_____ (not less than 20%)																		
3	_____ (not less than 40%)																		
4	_____ (not less than 60%)																		
5	_____ (not less than 80%)																		
6 or more	100%																		
<input type="checkbox"/> (d) Notwithstanding the Vesting Formula selected above, all Participants as of _____ will be 100% vested.																			
<p>35. Forfeitures not used to restore Participant's Accounts or pay expenses will be (choose one):</p>																			
		Nonelective	Matching																
<input type="checkbox"/> (a) allocated in addition to the Employer Contributions		<input type="checkbox"/>	<input type="checkbox"/>																
<input type="checkbox"/> (b) used to reduce any required Employer contributions		<input type="checkbox"/>	<input type="checkbox"/>																
<input type="checkbox"/> (c) used to reduce Employer Matching Contributions and any remainder allocated in addition to the Employer Contribution		<input type="checkbox"/>	<input type="checkbox"/>																



<input type="checkbox"/> (d) used to reduce Employer Contributions in the following order and manner: <input type="checkbox"/> (1) for the current Plan Year <input type="checkbox"/> (2) for the subsequent Plan Year <input type="checkbox"/> (3) Other (describe; must be determined on a nondiscriminatory basis): _____	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/> (e) N/A. 100% vesting has been elected and there are no forfeitures under the Plan.		
36. Forfeitures arising on account of termination of employment shall be allocated as of the last day of the Plan Year which is concurrent with or next follows:		
<input type="checkbox"/> (a)	Employee's termination of employment	
<input type="checkbox"/> (b)	Employee having incurred a 1-year Break in Service	
<input type="checkbox"/> (c)	Employee having incurred 2 consecutive 1-year Breaks in Service	
<input type="checkbox"/> (d)	Employee having incurred 5 consecutive 1-year Breaks in Service	
<input type="checkbox"/> (e)	The later of the payment of the vested benefit or the Employee having incurred 5consecutive 1 - year Breaks in Service	
<input checked="" type="checkbox"/> (f)	N/A. 100% vesting has been elected and there are no forfeitures under the Plan.	
<b>OVERRIDING LANGUAGE FOR MULTIPLE PLANS</b>		
37. If the Participant is covered under another Section 403(b) plan of the Employer, other than a Section 403(b) Volume submitter or prototype plan, the provisions of Section 5.01 of Article V will apply as if the other plan were a Section 403(b) volume submitter or prototype 403(b) plan.		
<b>RELIANCE ON ADVISORY LETTER AND ACKNOWLEDGEMENTS</b>		
38. Reliance and Acknowledgements: <ul style="list-style-type: none"> <li>• This Adoption Agreement may be used only in conjunction with basic Plan Document #04.</li> <li>• The Sponsor will inform the adopting Employer of any amendments it makes to the Plan or of its discontinuance or abandonment of the Plan.</li> <li>• The Employer must complete a new signature page if it modifies any prior elections or makes new elections in its Adoption Agreement.</li> <li>• Failure to properly complete this Adoption Agreement may result in loss of favorable tax treatment for the Plan. The Employer's tax advisor should review the Plan and this Adoption Agreement prior to the Employer adopting such plan.</li> <li>• The Employer may rely on the Advisory Letter issued for the approved specimen plan, except to the extent that the Employer's Plan is not identical to the approved specimen plan, disregarding any differences attributable solely to the Employer's choices of options provided under the specimen plan.</li> </ul>		
<b>AUTHORIZED SIGNATURE AND CERTIFICATION</b>		
39. The undersigned Employer acknowledges receipt of a copy of the Plan, Administrative Appendix and this Adoption Agreement on the date indicated below. The adopting Employer by signing below certifies that: <ul style="list-style-type: none"> <li>• The Employer is an educational organization described in section 170(b)(1)(A)(ii); and</li> <li>• For purposes of the nondiscrimination requirements of section 403(b)(12) the Plan is a Governmental Plan within the meaning of section 414(d) of the Code of a Public School; or a Governmental Plan of an organization described in section 501(c)(3) of the Code.</li> </ul>		
Name of Employer: <u>Davis Joint Unified School District</u>		
Signature of Employer:	Date:	
Name of Signer: _____	Title: _____	

## ADMINISTRATIVE APPENDIX

**EMPLOYER NAME: Davis Joint Unified School District**

### PART A: RESPONSIBILITIES

The following checklist outlines responsibilities associated with the Plan and the entity obligated to each item. If there is an item without an assignment of responsibility, such item becomes the duty of the Employer as the sponsor of the plan.

		TPA	Vendor(s)	Employer	Other (specify)	N/A
<b>I. PLAN FINANCIAL REPORTING</b>						
1.	Review and verify accuracy of Spark File or other Data Sharing Information and notify Vendor of errors. (This includes an annual audit to make sure that all amounts and sourcing did get credited to the proper participant in the Plan.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
<b>II. ENROLLMENT OF PARTICIPANTS</b>						
2.	If applicable, provide Employee census information prior to each entry date to determine eligibility	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
3.	Evaluate eligibility to determine who enters the plan on each entry date	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
4.	Provide enrollment forms to eligible employee (for deferral elections, investment elections, and beneficiary designations)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>
5.	Provide mandatory eligibility notices for Universal Availability	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>
6.	Provide other required notices at enrollment, such as "deemed" control group (owning outside business)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
7.	Verify deferral percentage for new participants	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
8.	Analyze eligibility service and vesting service to be credited to rehired employees	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
9.	If Plan does not provide for full and immediate vesting, determine forfeitures that must be restored for rehired participants	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
10.	If certain types of compensation is excluded, evaluate compensation types for participant and ensure that deferrals are being removed from all relevant compensation types (check exclusions, e.g., stipends, coaching bonuses, club sponsorships)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>
11.	Confirm that proposed deferrals do not exceed plan defined limits or legal maximums	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>

## ADMINISTRATIVE APPENDIX

		TPA	Vendor(s)	Employer	Other (specify)	N/A
12.	Verify entry and commencement of deferrals for new participants	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>
13.	Provide completed enrollment forms to Vendor (Agent)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
14.	Maintain copies of deferral and investment elections and all changes made	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>
15.	Collect and maintain copies of beneficiary designations and changes to same	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
16.	If Plan does not provide for full and immediate vesting, determine initial vesting computation period	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
<b>III. CONTRIBUTION DETERMINATION</b>						
17.	Identify census parameters	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
18.	Provide census information to determine contribution limits, vesting	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>
19.	If Employees are not immediately eligible, determine employees eligible to participate in each type of contribution allocation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
20.	Verify type of contributions made (pre-tax deferral, Roth, employer, rollovers, etc.)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>
21.	If compensation is excluded, determine includible compensation for participant for each type of contribution, if different	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
22.	Determine amount of each type of employer contribution for each participant	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>
23.	If Plan accepts Employer contributions, determine amount of true-up matching contribution at year end (if any)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>
24.	If Plan accepts Employer contributions, verify that matching contributions do not exceed plan defined limits	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>
25.	If Plan accepts Employer contributions, determine maximum contribution under IRC §415 and verify that contributions do not exceed that limit	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>
26.	Determine and maintain records of separate accounting for all types of contributions	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>

## ADMINISTRATIVE APPENDIX

		TPA	Vendor(s)	Employer	Other (specify)	N/A
<b>IV. VESTING AND FORFEITURES</b>						
27.	Determine and maintain records of vesting service	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
28.	Determine and maintain records of vested percent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
29.	Determine timing of forfeiture from a participant's account	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
30.	Determine use of forfeiture	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
31.	Determine amount to be contributed based on use of forfeitures to reduce employer contribution (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
<b>V. OTHER ALLOCATIONS</b>						
32.	Allocate investment gains/losses	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
33.	Allocate contribution	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
<b>VI. ANNUAL COMPLIANCE LIMITATIONS</b>						
34.	Prepare annual Universal Availability Notice	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
35.	Deliver annual Universal Availability Notice	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>
36.	Monitor statutory limits – Annual 415 limit, Compensation §401(a)(17), Elective Deferrals §402(g), Age 50 Catch-up §414(v), 15 year Catch-up	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
37.	Determine if additional plans must be aggregated with this Plan for overall limits	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
<b>VII. ELECTIVE DEFERRALS</b>						
38.	Process and verify deferral elections each payroll period to ensure proper deferral by participant, including deferral changes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>
39.	Reconcile deferral changes made between payrolls	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>
40.	Provide annual mandatory notices (Universal Availability, Automatic Enrollment, Other _____) (if applicable)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>
41.	If Universal Availability failed, determine amount to be contributed with lost earnings. Amounts are contributed as earmarked as a QNEC (employer contribution). Amend plan to accept QNECs if necessary	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>

## ADMINISTRATIVE APPENDIX

		TPA	Vendor(s)	Employer	Other (specify)	N/A
42.	Ensure deposits of salary deferrals are made to Vendor within required timeframe	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>
<b>VIII. DISTRIBUTIONS OF BENEFITS</b>						
43.	Prepare and maintain distribution notices and elections	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
44.	Provide distribution forms to participant, including 402(f) notice for rollover information	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
45.	Review distribution forms to see if fully completed and signed by appropriate parties	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
46.	Evaluate eligibility to receive a distribution	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
47.	Authorize distributions and other transactions	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
48.	Confirm vested interest on termination of employment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
49.	Determine amount to be distributed	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
50.	If Plan permits Roth Deferrals, determine basis in Roth Distributions	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
51.	If Plan permits Roth Deferrals, determine and maintain beginning date for Roth qualification period	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
52.	If Plan permits Roth Deferrals, determine whether Roth distribution is qualified	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
53.	Proper Income tax withholding deposit made and IRS reporting on Form 945	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
54.	Form 1099-R provided to participant and IRS	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
55.	Determine cash-out amounts for the year (e.g., accounts for terminated participants with less than \$1,000 value). Only available for Group Annuities or Group Custodial Agreements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
56.	If elected under the Plan, determine amounts to be moved to an automatic IRA rollover (e.g., amounts for terminated participants with \$1,000 to \$5,000 in value)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
57.	If permitted under the Plan, evaluate eligibility for hardship distribution	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
58.	If permitted under the Plan, notify of ceasing deferrals for 6 months, confirm that deferrals have ceased, solicit new deferral form after 6 months	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>

## ADMINISTRATIVE APPENDIX

		TPA	Vendor(s)	Employer	Other (specify)	N/A
59.	Evaluate proposed QDRO to determine if it qualifies as such	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
60.	Communicate to participant/former spouse regarding QDRO receipt (and provide copy of QDRO Policy) and QDRO determination	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Legal Counsel	<input type="checkbox"/>
61.	Segregate account and initiate distribution to Alternate Payee	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
62.	Authorize and verify requirements for Exchanges, 403(b) Transfers and Transfers to State DB Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

### IX. PARTICIPANT LOAN, IF AVAILABLE

63.	Provide copy of loan procedure/policies to participants	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
64.	Prepare and retain loan documents (e.g., promissory note, etc.) for each participant loan	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
65.	Determine maximum amount that may be borrowed	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
66.	Provide Loan Request Forms to participants	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
67.	Confirm proper completion of loan application	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
68.	Approve loan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
69.	Verify that proper loan payment procedures are in place	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
70.	Determine defaulted and offset loans	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
71.	Prepare Form 1099-R on defaulted loan	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

### X. MISCELLANEOUS

72.	Identify participants required to take a Required Minimum Distribution (RMD), including terminated employees, beneficiaries	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
73.	Provide timely notice of RMD requirement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
74.	Determine minimum distribution amount	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
75.	Annually review of all Vendor documents including distribution forms, custodial agreements, annuity contracts, withholding notices and elections, etc.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>

## ADMINISTRATIVE APPENDIX

TPA	Vendor(s)	Employer	Other (specify)	N/A
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### XI. PLAN QUALIFICATION

76.	Prepare Plan document	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
77.	Prepare Amendments, Required and optional	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
78.	Prepare written procedures/policies, where applicable	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

## ADMINISTRATIVE APPENDIX

## Non-ERISA 403(b) FOR PUBLIC SCHOOLS

### PART B: PLAN VENDOR SCHEDULE

This Schedule may be amended from time to time and must be completed and executed by the Employer. Complete multiple pages if necessary.

Please note the following procedures for Transfer/Exchanges:

- The minimum amount for Transfers/Exchanges shall be \$0.00.
- Exchanges will be permitted between all Vendors in sections I and II unless otherwise restricted. Please specify any restrictions here: The participant must have a pre-existing account with the section II vendor.
- Transfers are permitted at any time unless restricted as follows:-N/A

#### I. LIST OF APPROVED VENDORS

These Vendors are authorized to establish new participant accounts, receive ongoing contributions and incoming Transfers and Exchanges (unless restricted above) from Approved Vendors and Grandfathered Vendors.

Name of Vendor	Funding Vehicle	
	Custodial Agreement	Annuity Contract
AIG Retirement Services (VALIC)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
American Fidelity Assurance Co.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
American Funds	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Americo Financial Life and Annuity	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Ameriprise Financial	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
AXA Equitable Life Insurance Company	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
CTA RSP 403(b) Plan	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Fidelity Investments	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Foresters Financial	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Franklin Templeton Mutual Funds	<input checked="" type="checkbox"/>	<input type="checkbox"/>
FTJ Fund Choice, LLC	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Great American-Annuity Investors Life	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Invesco OppenheimerFunds	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Metropolitan Life Insurance Company	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Midland National Life	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
National Life Group	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
New York Life Insurance & Annuity Corp.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
North American Company for Life	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Pacific Life	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
PFS Investments (Primerica)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
PlanMember Services	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
ReliaStar Life Insurance Co	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Security Benefit Group	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
The Legend Group-A Lincoln Investment Co	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Thrivent Financial	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
TIAA-CREF	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
USAA Insurance Company	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
USAA Mutual Funds	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Vanguard Investments	<input checked="" type="checkbox"/>	<input type="checkbox"/>
VOYA Financial	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
VOYA Financial, Recordkeeper for CalSTRS Pension 2	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Waddell & Reed, Inc.	<input checked="" type="checkbox"/>	<input type="checkbox"/>



## II. LIST OF GRANDFATHERED VENDORS

These Vendors are authorized to receive ongoing contributions and incoming Transfers and Exchanges (unless restricted above) from Approved Vendors and Deselected Vendors. Assets are not available for Participant Loans and Hardship Distributions unless other procedures apply; specify: The consistent receipt of electronic plan level information is required.

Name of Vendor	Funding Vehicle	
	Custodial Agreement	Annuity Contract
Lincoln National Life Insurance Company	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>

Employer Name: **Davis Joint Unified School District**

Effective Date of Plan Vendor Schedule: ☐ Immediate; or ☒ on November 1, 2019.

Note: The Plan Vendor Schedule is no longer a part of the 403(b) Plan document. Employers may therefore change the investment providers without completing a new Adoption Agreement.

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# 457(b) Adoption Agreement

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**Davis Joint Unified School District, CA**

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**Adoption Agreement For  
Davis Joint Unified School District  
457(b) Deferred Compensation Plan  
For Governmental Employers**

The undersigned Employer hereby establishes this 457(b) Deferred Compensation Plan for Governmental Employers, as modified by this Adoption Agreement and agrees that the following provisions shall be included as part of the Plan document.

**PLAN IDENTIFICATION:**

**Name of Plan:** The Davis Joint Unified School District 457(b) Deferred Compensation Plan

**Effective Date:** This Adoption Agreement of the 457(b) Deferred Compensation Plan for Governmental Employers:

- ☐ Establishes a new Plan effective as of \_\_\_\_\_ (the "Effective Date").
- ☒ Constitutes an amendment and restatement in its entirety of a previously established 457(b) Plan of the Employer which had an original effective date of December 15, 1997. Unless otherwise specified in the Plan, the effective date of this amended and restated Plan is November 1, 2019 (hereinafter called the "Effective Date")

**Administrator:** *The Employer shall be the Administrator of the Plan unless another party is named below:*

Alternate Administrator: \_\_\_\_\_

**Applicable Law:** This Plan shall be interpreted under the laws of the state in which Employer's principal office is located unless another state is designated:

State of Applicable Law: California

**EMPLOYER INFORMATION**

*IMPORTANT NOTE: If Employer is NOT a governmental organization, this Adoption Agreement may not be used.*

**Name of Employer:** Davis Joint Unified School District

**Address of Employer's Principal Office:**

526 B Street

Davis, CA 95616

**Telephone Number:** \_\_\_\_\_

**Name of Contact Person:** Oscar Alcocer

**Contact Person's Telephone Number/Extension:** 530-757-5300 ext. 127

**Email for Contact Person:** oalcocer@djud.net

**PLAN INFORMATION**

**Eligibility**

1. Eligible Individuals for Purposes of Participant Deferral Contributions:

- ☐ All Employees
- ☒ All Employees other than the following group or groups of Employees elected below:
- ☐ Nonresident aliens with no U.S. source of income,
- ☐ Employees who normally work less than 20 hours per week,

- ☒ Students performing services for the Employer whose Compensation is not subject to wages under the Federal Insurance Contributions Act ("FICA"),  
☐ Collectively bargained employees

☐ Only the following Employees (by Classification or Title): \_\_\_\_\_

2. For purposes of eligibility to participate in the Plan, Independent Contractors:

- ☒ Are NOT eligible to participate in the Plan  
☐ Are eligible to participate in the Plan

### **CONTRIBUTIONS AND ALLOCATIONS**

#### **Employee Contributions**

3. Roth Contributions Choose one option below:

- ☒ Roth 457(b) contributions to the Plan are permitted on or after a specific date determined solely by the Plan Sponsor and upon written communication to the plan administrator and each provider of Roth investment products.  
☐ Roth Contributions are NOT permitted under the Plan.

4. The Final Three Year Catch Up limit ☒ will ☐ will not be available to Participants under the Plan. If this option is selected, then the Normal Retirement Age for purposes of the catch up will be:

- ☒ Any age specified by the participant in the participation agreement provided such declared age is not before the earliest date at which a participant is entitled to an unreduced normal retirement benefit under the Employer's defined benefit pension nor later than age 70 ½.  
☐ Age 65  
☐ Age 70 1/2  
☐ Other: \_\_\_\_\_ NOTE: Age specified for this option may not be less than age 65 or more than age 70 ½.

#### **Employer Contributions**

(check box 5 or 6)

5. ☐ Employer Contributions will NOT be made to the Plan, or  
6. ☒ Employer contributions, as indicated below are permitted under the Plan, provided that the sum of Employer and Participant Contributions shall not exceed the limits of Section 457(b)(2) of the Code.

☐ *Matching Contributions* equal to \_\_\_\_\_ % of each Active Participant's deferral subject to a maximum of \$\_\_\_\_\_ or \_\_\_\_\_ %.

☐ *Matching Contributions* as described hereafter: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

☒ *Discretionary Contributions* if authorized and determined solely by the Employer.

☒ *Contributions* as required by separate contract or collective bargaining agreement.

☐ *Other:* (please describe) \_\_\_\_\_

**IMPORTANT NOTE: ALL contributions to the Plan are always 100% vested to avoid problems with applicable annual contribution limits.**

#### **Investments**

7. ☒ Employer hereby authorizes investment of Plan Accounts in annuity contracts and/or custodial accounts offered by the organizations listed on Appendix 1.

## **DISTRIBUTIONS**

### **Defaults**

8. If a Participant fails to select an authorized Investment Product under Section 4.1 of the Plan:

Default Option: ☐ Employer shall deposit contributions made on his behalf into the following Investment Product: \_\_\_\_\_

No Default ☒ the Participation Agreement shall be deemed to be incomplete and shall be considered null and void.

### **Beneficiary Rights**

9. A beneficiary of a deceased Participant's account ☒ may ☐ may not designate his own beneficiary.

### **Unforeseeable Emergency Withdrawals**

10. Unforeseeable Emergency Withdrawals ☒ will ☐ will not be permitted under the Plan.

### **Loans**

11. Loans ☒ are permitted from the Plan, or ☐ are NOT permitted under the Plan.

## **CERTIFICATION AND SIGNATURE**

Employer represents and warrants that it is a unit of a State or local government or an agency or instrumentality of one or more units of a State or local government as described in Section 457(e)(1)(A) of the Code. Employer further acknowledges receipt of a copy of the 457(b) Plan for Governmental Employers Plan document, and by affixing its signature hereto, adopts that Plan of which this Adoption Agreement is a part thereof.

EMPLOYER: Davis Joint Unified School District

Authorized Representative: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Representative/Title

Dated: \_\_\_\_\_

## APPENDIX 1

Authorized Vendors under the Plan Are:

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Fidelity Investments

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### Important Note:

**As provided under the Plan, any authorized Vendor named above agrees to share information necessary for compliance purposes with Employer, an Administrator and/or with any other 457(b) provider as may be required or desirable to facilitate compliance with the Plan and all applicable laws and regulations.**

This Appendix is dated: November 1, 2019

**Envoy Plan Services, Inc.**  
**403(b)/457(b) Investment Provider Service Agreement**

WHEREAS the Davis Joint Unified School District (the “Plan Sponsor”) maintains the following retirement plan(s) ☒ 403(b) ☒ 457(b) (the “Plan”) and wishes to offer multiple investment products and services to participants in the Plan and,

WHEREAS the insurance company, mutual fund provider or the mutual fund provider’s custodian or agent (together with its affiliates, the “Provider”) designated on the signature page of this Agreement (“Agreement”) has offered to provide annuities and/or custodial accounts (“Accounts”) that qualify under IRC Sections 403(b) and/or 457(b) to participants under the Plan; and

WHEREAS the Plan Sponsor has named or will name the Provider as an authorized product provider under the Plan’s document.

The parties agree to the following:

PROVIDER DUTIES AND RESPONSIBILITIES. The Provider shall:

1. Accounts: Be responsible, with respect to Provider Accounts, for:
  - a. Conforming to the terms of the Plan to the extent the Plan does not enlarge the Provider’s obligations under its contracts (provided, however, that the Provider shall only be responsible for conforming to such terms as have been provided in writing, either by provision of a copy of the most recent Plan Document, or by provision of written explanation or interpretation of Plan terms by an authorized Plan representative), and executing all transactions related to Plan Accounts under applicable regulations established by the Internal Revenue Service (IRS) including, but not limited to, all contributions, distributions, transfers, QDROs, exchanges and rollovers allowable under the Plan and subject to the prior approval of the Plan Sponsor or Envoy Plan Services, Inc., the designated plan administrative service provider (“TPA”); It is understood and acknowledged that Administrator uses a third-party contractor TSA Consulting Group, Inc. (TSACG) to perform some of the administration and compliance services for the Plan; and references to Administrator/TPA in this Agreement shall be considered to represent Envoy and TSACG.
  - b. Reporting applicable state and federal income tax for all distributions from Plan Accounts;
  - c. Notifying all participants of required minimum distributions under IRS regulations;
  - d. Providing required notices of rollover options to Participants upon a request for an eligible rollover distribution.
  - e. Processing corrective distributions of excess deferral contributions and properly track, report and/or distribute excess 415(c) contributions in accordance with applicable IRS regulations where such excess distributions have been identified by the Plan Sponsor or the TPA;
  - f. Providing all participant account information relevant to the Plan to the Plan Sponsor or the TPA electronically at least every 30 days, or at a frequency agreed to by both parties, and in the event of a federal or state income tax audit.
  - g. 403(b) Roth. If the Plan includes the ability to make Roth elective contributions, the Provider certifies that for products offered which include the Roth features, the Provider agrees to bear the responsibility for:
    - a. Segregating and separately tracking after-tax contributions to the Roth 403(b), if applicable; and
    - b. Tracking the commencement of the five year holding period.
  - h. Trust: If applicable, Provider agrees to hold all of the Plan assets in trust or in such similar annuity contract and/or custodial arrangement that complies with Section 401(f) of the Code.
  - i. Providing a copy of the prospectus to the Participant, if applicable.

2. Forms: Accept and utilize the standardized Salary Reduction Agreement (SRA) and any other supporting enrollment documents provided by the Plan Sponsor. Provider acknowledges that the Employer or TPA may terminate the Salary Reduction Agreement between the Employer and a Participant for whom contributions are made to Participant's account subject to and in accordance with the terms of the Plan and applicable law.
3. Investment Products: As applicable the Provider shall provide for purchase by Employer for its employees only custodial accounts as described in Section 403(b)(7) of the Code, or annuities as described in Section 403(b)(1) of the Code (with no life insurance component), and annuities and/or custodial accounts described in Section 457(b) of the Code, that comply with the provisions of the Code and applicable State Law.
4. Solicitation: Comply with all written directives regarding the solicitation of employees of the Plan Sponsor.
  - a. Appropriate State and /or Federal licensure for insurance and/or securities products,
  - b. State permits or registration as required for visitation at public school locations,
  - c. Business Errors and Omissions coverage of \$1,000,000 minimum.
  - d. Provider, its agents and/or employees shall comply with all pertinent written directives from Employer or Administrator, regarding the solicitation of employees of the Employer for the purchase of investment options which will be provided separately. The Solicitation Rules implemented by the Plan Sponsor are attached as a part of this Agreement. Provider acknowledges that repeated violation of the solicitation rules may result in suspension or termination of Provider's status as a Provider in the Plan approved to enroll Employer's employees in its investment options, and to accept retirement plan contribution remittances under the Employer's Plans. Such suspension or termination shall in no manner affect any liability incurred prior to such suspension or termination.
5. Plan Administration Fees: Remit Plan Provider fees, if any, on a timely basis as assessed by the Plan Sponsor and/or TPA. Applicable Administration Fees are set forth on the Exhibit C that forms a part of the Third Party Administration Services Agreement between Plan Sponsor and TPA. Exhibit C is annexed to this Agreement. For purposes of clarification, fees payable by Provider pursuant to Exhibit C shall be assessed solely with respect to participants who have accounts with Provider. Changes to such fees shall not be binding on Provider without Provider's advance written consent in the form of a written amendment to this Agreement. Plan Sponsor acknowledges that the sole purpose of annexing Exhibit C as part of its Third Party Administration Services Agreement with TPA hereto is to recite fees, if any, that Provider hereby agrees to pay and that Provider shall not in any way be responsible for the content of that agreement, become a party to such agreement, or owe any additional responsibility or otherwise be liable to Plan Sponsor or TPA as a result of that Exhibit C of the agreement being annexed hereto. Payments not received within thirty (30) days following the date of the invoice and corresponding detail shall be deemed late, and may result in the termination of the agreement and the removal of Provider as approved in the Employer's Plan. Administration Fees will be invoiced by Envoy, made payable to Envoy and forwarded to TSACG for handling.
6. Indemnification: Indemnify and hold harmless the Plan Sponsor, including any individual member of the governing board, and Employees acting in their official capacity from every claim, demand or suit which may arise out of, or be made by reason of the failure of the Provider to meet the requirements of this Agreement only to the extent such losses are the result of the Provider's intentional wrong doing or its negligent actions or omissions. Notwithstanding the preceding sentence, this indemnification shall not cover any claim, demand or suit based on erroneous information provided by the Plan Sponsor, its affiliates or designated representatives or Employees or their willful misconduct or negligence. Provider, at its own expense and risk, and at its option, may assume the defense of and/or settle any court proceeding that may be brought against the Plan Sponsor, including members of the governing board, and Employees acting in their official capacity, on any claim, demand or suits covered by this indemnification, and shall satisfy any judgment that may be rendered against any of them with respect to any such claim or demand, provided that Plan Sponsor notifies Provider, in writing, within twenty (20) business days of receipt



of such claim or demand. Provider's liability hereunder shall be limited to actual damages and reasonable out-of-pocket legal fees and expenses only.

7. Privacy. Provide to the Plan Sponsor participants documentation of Provider's privacy policies, as required by and in accordance with applicable law, and otherwise upon request.

**PLAN SPONSOR DUTIES AND RESPONSIBILITIES.** The Plan Sponsor shall:

1. Plan Document: Certify that it is eligible to offer programs under IRC Section 403(b) and/or 457(b) and maintain a written plan in accordance with applicable Internal Revenue Service (IRS) regulations and that among other provisions will name the Provider as an authorized vendor of products for participants, subject to Provider's execution of and compliance with this Agreement.
2. Investment Providers: Identify and make available to all employees and providers a current list of authorized vendors of product available under the Plan.
3. Contributions: Transmit all contributions to Provider in a manner designed to ensure accurate crediting to participant Accounts on a timely basis and consistent with applicable IRS regulations;
4. Plan Sponsor Contributions: Transmit and provide a listing of any participants for which the Plan Sponsor makes non-elective employer contributions and the amounts allocated to each participant with each remittance.
5. TPA: TPA provides administration and compliance services to Employer in the administration of the Plan and will facilitate the sharing and coordination of information provided by the Provider and the Employer. Employer authorizes the Provider to share necessary plan information with TPA in a manner consistent with applicable IRS regulations and requirements under this Agreement and to follow instructions provided to Provider by TPA as a representative of the Plan Sponsor. Provider and Employer each agrees that Envoy may rely on the information provided to it and shall have no responsibility to verify the accuracy or completeness of any of such information.

**BOTH PARTIES AGREE** that the following terms and conditions are included as part of this Agreement:

1. Information Sharing: That each party, or their authorized representatives, shall exchange information necessary for compliance with the requirements of IRC Section 403(b) and/or 457(b) and any other applicable laws and regulations. Information includes, but is not limited to information on employment status, contributions and transactions made to or from other contracts/accounts under the Plan, information on other exchanges, loans and hardship withdrawals (as permitted under the 403(b) Plan) or unforeseen financial emergency withdrawals (as permitted under the 457(b) Plan), qualified domestic relations orders, transfers and any other information necessary to facilitate activities permitted under the terms of the 403(b) and/or 457(b) Plan or tax compliance and reporting.
2. Exclusive Services. Except as otherwise agreed to in writing between the parties, this Agreement and the underlying agreements establishing the Accounts are the exclusive arrangement between the parties for services under the Plan and the terms of this Agreement do not extend beyond this Agreement. Neither party shall have any other obligations or liabilities not specified herein unless otherwise agreed to in writing.
3. Confidentiality: Each party shall maintain the confidentiality and/or privacy of all information about participants or employees provided by the Plan Sponsor, TPA or Provider. All information shared or exchanged between Plan Sponsor, TPA and/or Provider relating to activities required under this Agreement shall only be communicated to the Provider, Plan Sponsor or TPA unless otherwise required by law, valid court order or as may be required as part of an inquiry or audit by a governmental regulatory agency.
4. Not Legal Advice. The parties agree that no service provided by the terms of this Agreement or under the Plan is to be construed as individual legal or tax advice to participants, nor to either party.
5. Term of the Agreement. This Agreement shall continue from year to year unless terminated by either party, in writing, by no less than sixty (60) days written notice.
6. Applicable Law. This Agreement shall be construed under the laws of the state where Plan Sponsor's principle office resides, unless pre-empted by federal law. Any litigation with respect

to the terms or conditions of the Agreement will be conducted under such state's jurisdiction and the parties agree that venue lies therein.

7. Severability. Each party agrees that it will perform its obligations hereunder in accordance with all applicable laws, rules, and regulations now or hereafter in effect. If any term or provision of this Agreement shall be found to be illegal or unenforceable then, notwithstanding, the remainder of this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

By executing this Agreement, each party acknowledges that it has read this Agreement, agrees to its terms, and agrees that this Agreement shall be effective as of the last date executed by both parties.

AGREED TO:

Plan Sponsor: Davis Joint Unified School District      Service Provider:

Address: 526 B Street  
Davis, CA 95616

Address:

By: \_\_\_\_\_  
Authorized Representative

By: \_\_\_\_\_  
Authorized Representative

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Envoy Plan Services, Inc.**  
**Simplified Information Sharing Agreement**

This Simplified Information Sharing Agreement ("Agreement") between Davis Joint Unified School District the "Plan Sponsor") and \_\_\_\_\_ (the "Vendor") establishes the agreement between Vendor and Plan Sponsor to share information necessary for compliance with 403(b) and/or 457(b) regulations and applicable IRS guidance.

Plan Sponsor represents:

1. That it has adopted or will adopt a written 403(b) and/or 457(b) plan document under which Vendor will not be an authorized investment provider and which may include the cessation of additional contributions for participants in the Plan Sponsor's 403(b) and/or 457(b) plan.
2. Plan Sponsor has contracted with Envoy Plan Services, Inc., ("TPA") the designated plan administrative service provider of the 403(b) and/or 457(b) plan and to coordinate information relating to Plan Sponsor's 403(b) and/or 457(b) plan between the Plan Sponsor and product providers, including the Vendor.

Vendor and Plan Sponsor agree:

3. Each party shall timely exchange information necessary for compliance with the requirements applicable to the Plan Sponsor's 403(b) and/or 457(b) plan, including, but not limited to information on employment status, account balances and transactions on distributions, loans, contract exchanges, and any other information necessary to facilitate activities permitted under the terms of the Plan Sponsor's 403(b) and/or 457(b) plan for proper compliance and reporting requirements. In the event that the Vendor is capable of transmitting data electronically in a file format equal or similar to the standard SPARK file format, Envoy/TSACG will accept data weekly, monthly or any other frequency determined by the Vendor.
4. Unless otherwise directed in writing, information shall be forwarded to Administrator at:

Envoy Plan Services, Inc. c/o TSA Consulting Group, Inc.  
Attention: Program Services  
15 Yacht Club Drive NE  
Ft. Walton Beach, FL 32548  
Phone: 800-248-8858 ext. 5404 Fax: 877-513-2272  
E-mail: [envoy.programservices@tsacg.com](mailto:envoy.programservices@tsacg.com)

5. This information is confidential and will only be used as needed to satisfy applicable compliance requirements.
6. Any revocation or termination of this Agreement will not affect either party's responsibility to share and exchange information necessary for the Plan Sponsor's 403(b) and/or 457(b) plan to comply with applicable 403(b) and/or 457(b) requirements.

PLAN SPONSOR: Davis Joint Unified School District

VENDOR:

Address: 526 B Street  
Davis, CA 95616

Address:

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

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Vendor: Please return a signed copy of this agreement to the following address:  
Envoy Plan Services, Inc. c/o TSACG, Attn: Program Services, 15 Yacht Club Drive NE, Ft Walton Beach, FL 32548  
Email: [envoy.programservices@tsacg.com](mailto:envoy.programservices@tsacg.com)