

**CONTRACT NAME: AGREEMENT BETWEEN ENVOY PLAN SERVICES, INC.,
AND CTA VOLUNTARY RETIREMENT PLANS FOR EDUCATORS, LLC (VRPE)
AND DAVIS JOINT UNIFIED SCHOOL DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: This Information Sharing Agreement allows DJUSD to offer the CTA Voluntary Retirement Plan for Educators 403(b) Plan to teachers in conjunction with Envoy Plan Services.

DAVIS JOINT UNIFIED SCHOOL DISTRICT

INFORMATION SHARING FACILITATION AGREEMENT

In accordance with the regulations under section 403(b) of the Internal Revenue Code (the "Code"), this Information Sharing Facilitation Agreement (the "Agreement") is entered into by and between Envoy Plan Services, Inc ("Envoy") the Provider and the Employer (all of which are identified below) on the date identified below, with reference to the following:

A. The Employer offers a 403(b) Plan to its employees (the "Plan"). The Provider issues annuity contracts under Code section 403(b)(1) and/or custodial accounts under 403(b)(7) to participants and beneficiaries in the Plan.

B. The Provider and the Employer have entered into a Provider Agreement to Provide Investment Options and Information Sharing 403(b) Tax Sheltered Annuity Plan ("Provider Agreement") pursuant to the regulations under section 403(b) of the Code, a copy of which is attached hereto.

C. Envoy provides the Envoy 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.

NOW, THEREFORE, the parties agree as follows:

1. It is understood and acknowledged that Envoy uses a third-party contractor (MidAmerica Administrative & Retirement Solutions, Inc. (MidAmerica)) to perform some of the administration services for the Plan; and references to Envoy in this Agreement shall be considered to represent Envoy and MidAmerica.

2. The Employer agrees to provide an authorization letter identifying Envoy as administrator and all authorized signers to act on behalf of the Plan.

3. The Provider agrees to provide to Envoy the information required to be provided by it in the Provider Agreement (the "Provider Information").

4. The Employer agrees to provide to Envoy the information required to be provided by it in the Provider Agreement (the "Employer Information").

5. 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. Each also agrees that Envoy shall have no liability for sharing such information with the Provider or the Employer, as the case may be, if it is determined that such information is inaccurate or incomplete.

6. Envoy shall utilize the Provider Information and Employer Information in assisting the parties in facilitating all transaction requests by Participants. Envoy shall not use such information for any other purpose.

7. Any and all information required or permitted under this Agreement shall be sufficient in all respects if (i) delivered personally, (ii) mailed by U. S. mail, (iii) sent via a nationally recognized overnight courier service, (iv) sent via facsimile and confirmed in writing to the address set out on the signature page or such other address or facsimile as either party shall have designated by notice in writing to the other, (v) provided via monthly electronic reports available directly from the plan sponsor's dedicated section of Envoy's website; or (vi) any such other format as may be agreed to from time to time between Employer and the Provider.

8. This Information Sharing Facilitation Agreement shall be coterminous with the Provider Agreement by and between Employer and Provider except that in the event Employer terminates the services of Envoy, Employer shall promptly notify Provider and this Information Sharing Facilitation Agreement shall immediately terminate with respect to the Provider.

9. Confidentiality: Envoy Plan Services Inc. hereby agrees to maintain the privacy and confidentiality of any participant information provided either directly or indirectly by the Provider to Envoy Plan Services Inc. subsequent to the effective date of this Agreement, and further agrees that Envoy Plan Services Inc. shall not share any such participant information with any outside or affiliated employer, participant, or provider, nor use such information for any purpose other than for the regulatory compliance or administrative purposes set forth in the Provider Agreement and this Agreement. Notwithstanding the foregoing, Envoy Plan Services Inc. may share such information with the relevant Employer or other entity designated by the Employer as is necessary for the Employer to carry out its duties under the Plan, and to the extent not otherwise prohibited by law or regulation. This paragraph shall not apply to participant information that Envoy Plan Services Inc. possesses or receives independently from sources other than the Provider or its affiliates, and the Investment Provider shall not be responsible for any claims or liability arising by reason of the retention, use or disclosure of such duplicative information.

[signatures appear on next page]

SIGNATURE PAGE

Davis Joint Unified School District

By: Anaara Reyna
(Printed Name)
Signature: [Signature] Date: 4-11-18
Title: Director of Fiscal Services
Address: _____

CTA Voluntary Retirement Plans for Educators, LLC (VRPE)

By: Carole Anne Luckenbach
(Printed Name)
Signature: [Signature] Date: 6/1/16
Title: Administrator, VRPE
Address: 1705 Murchison Drive
Burlingame, CA 94010

ENVOY PLAN SERVICES, INC.

By: Shari King
(Printed Name)
Signature: _____ Date: June 2, 2016
Title: Chief Operating Officer
Address: 23332 Mill Creek Dr., Suite 170
Laguna Hills, CA 92653

**DAVIS JOINT UNIFIED SCHOOL DISTRICT
PROVIDER AGREEMENT TO PROVIDE
INVESTMENT OPTIONS AND INFORMATION SHARING
403(b) TAX SHELTERED ANNUITY PLAN**

WHEREAS, the Governing Board of the Davis Joint Unified School District (See Exhibit A) (“**Employer**”) has established a written retirement plan that qualifies under Section 403(b) of the Internal Revenue Code of 1986, as amended and the regulations promulgated thereunder (hereinafter “**Code**”), as a Section 403(b) Tax Sheltered Annuity Plan (the “**Plan**”) for the benefit of its employees; and,

WHEREAS, the Employer certifies that it is an employer who is eligible to sponsor the Plan, and who further certifies that the Plan will be made available to all employees under the terms of Section 403(b)(12)(A)(ii) of the Code; and,

WHEREAS, it is intended that the Plan comply with the requirements of Section 403(b) of the Code, and California laws and regulations pertaining to 403(b) plans as may be amended from time to time (hereinafter “**State Law**”); and,

WHEREAS, the Employer’s Plan will conform with applicable federal and state statutory requirements, and that employee salary reduction contributions, and employer contributions (if any) to the Plan be within eligible limits as set forth in the Code; and,

WHEREAS, the Employer or its designee is authorized to act on behalf of Employer and is directed to develop appropriate procedures to install necessary controls to insure that the Plan is operated in conformance with the Code and State Law; and

WHEREAS, the Employer is authorized and directed to invoke the services of the Provider, or other third party designated by the Employer, in establishing appropriate procedures, as outlined in this Agreement, to insure the proper administration and compliance of the Employer’s Plan; and

WHEREAS, the CTA Voluntary Retirement Plans for Educators, LLC (VRPE) designated in this Agreement (the “**Provider**”) has offered to provide 403(b) investment options that are permitted under Section 403(b) of the Code and State Law for eligible employees of the Employer who elect to have salary reduction contributions directed to the Plan or who are entitled to receive Employer contributions; and,

WHEREAS, Provider and Employer agree that they are required under the Code to provide certain information to each other in order for Participants and beneficiaries to exchange one 403(b) contract for another (an “**Exchange**”) and to allow the Employer to properly administer its Plan; and,

WHEREAS, Employer has authorized ENVOY PLAN SERVICES, INC. (hereinafter "Administrator") to act on its behalf with respect to the administration of the Plan. Provider agrees that it shall accept direction from the Administrator as if it were provided by the Employer; and,

WHEREAS, Chapter 39 of the California Education Code limits the Employer's selection of providers to only those registered with California State Teachers Retirement System on the 403bCompare.com web site. The Provider designated in this Agreement hereby acknowledges and certifies that Provider and its 403(b) investment options consisting of annuities and/or mutual funds held in a custodial account are currently registered with the California State Teachers Retirement System, on the 403bCompare.com website, and agrees to notify Employer if Provider's registration is terminated; and,

WHEREAS, the Provider will limit the investment options offered to the Employer's employees to only annuities (with no life insurance component) and/or 403(b) (7) custodial accounts registered with CalSTRS State Registry, and that comply with the provisions of Section 403(b) of the Code, and relevant State Laws.

NOW, THEREFORE, Employer and Provider agree as follows:

1. Eligibility: Consistent with the terms of the Employer's Plan, the Employer shall make the Plan available to employees of the Employer so that those who wish to do so may voluntarily elect to participate in the Plan and to such other employees who are entitled to Employer contributions (hereinafter referred to as "Participant or Participants").

2. Accounts: 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) that comply with the provisions of the Code and applicable State Law. Without limiting the foregoing, the Provider shall be responsible for:

- a. Providing a copy of the prospectus to the Participant, if applicable; and
- b. Providing notification to Participants who are age 70 1/2 or older that they may be required to take minimum required distributions. Subject to approval by Administrator calculate and distribute such amounts.
- c. Processing of hardship distributions after receiving written approval from Administrator; and
- d. Complying with and processing of qualified domestic relation orders (QDRO) and domestic relation orders (as defined in IRC Sections 414(p)(1)(A) & (B)) that relate to Accounts hereunder after approval by Administrator and

- e. Preparing proper tax reporting documents for all applicable distributions subject to approval of the Administrator, and satisfying all withholding and remittance requirements of Federal and State law and providing a copy of such reported information to the Administrator upon request within a reasonable period of time; and
- f. Processing of any loan requests (for custodial agreements which include loan provisions) subject to approval of the Administrator, pursuant to participant's direction after written notification from Envoy that Participant is eligible for the requested loan and the loan amount the Participant is eligible for, as determined by Administrator; and
- g. Administering loans under Code Section 72(p), and such regulations currently existing or issued in the future by the Internal Revenue Service; including the determination of loan defaults and deemed distributions, the preparation of the appropriate tax reporting documents in the event of a default under the terms of the loan and providing a copy of all reported default information to Administrator within 90 days following the date of the reported default; and
- h. Processing exchanges pursuant to Participant's directions after receiving written notification from Administrator that Participant is eligible for the requested exchange; and
- i. Processing transfers for the purpose of purchasing permissive service credit (or a repayment to a defined benefit governmental plan) pursuant to Participant's directions after receiving written notification from Administrator that Participant is eligible for the requested transfer, and
- j. Performing transfers of investments to and/or from the Employer's plan to another eligible plan pursuant to Participant's directions after receiving written notification from Administrator that Participant is eligible for the requested transfer; and
- k. Subject to approval of the Administrator providing appropriate account information to the receiving investment provider or plan upon transfer or exchange of assets that shall include but not be limited to the identification of asset source (employee deferral, employer, Roth, etc.), employee deferral amounts, outstanding defaulted loans (for custodial agreements which include loan provisions), and commencement date of the five year holding period (for products that offer Roth provisions); and
- l. Processing of rollovers pursuant to Participant's directions after receiving written notification from Administrator that Participant is eligible for the requested rollover; and

- m. Processing of any other distribution requests pursuant to Participant's direction after receiving written notification from Administrator that Participant is eligible for the requested distribution; and
- n. Responding to inquiries from Administrator or the Employer regarding Participant account balance, loan balance, loan status, or account transactions within a reasonable time period; and
- o. Providing any information to Administrator necessary for compliance with the requirements of Section 403(b) related Code sections and other applicable laws and regulations including, but not limited to, information on, contributions and transactions made to or from other 403(b) annuity contracts and/or custodial accounts, information on other exchanges, loans and hardship withdrawals and any additional information that is necessary or required by the IRS for proper administration of the Employer's plan in a form mutually agreed upon by the Provider and the Administrator within a reasonable time period; and
- p. Assuring that the Accounts shall also comply with any other pertinent present or future federal or state law. Such Accounts shall be available for purchase by the Employer for any legally eligible Participant electing to participate in the Employer's 403(b) Plan.

Employer agrees to provide the Provider any necessary information that the Provider needs in the course of carrying out its duties under this Agreement, as such information is available in a mutually agreed format.

3. 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.

4. Salary Reduction Agreement: Provider agrees to accept Salary Reduction deferrals made pursuant to the Employer's Salary Reduction Agreement, and further agrees to invest such deferrals to the Plan pursuant to the Plan and other agreements adopted incident to the Plan.

5. Contribution Remittance: Employer or Administrator shall remit employee deferrals and Employer retirement plan contributions to Provider, in accordance with relevant Federal and State Laws. Provider agrees to allocate the deferrals and contributions to available investment options in accordance with Participant's instructions. Provider agrees to accept remittance of deferrals and retirement plan contributions via ACH or U.S. Mail; the information to which payments and notices shall

be sent in payment of the aforementioned deferrals and contributions are set forth in an attachment to this Agreement.

6. Contract Exchanges: In connection with a Participant who wishes to exchange a 403(b) investment to Provider or transfer from Provider to another entity which provides 403(b) investments, the Employer makes the following representations:

- a. The distribution restrictions imposed under the receiving contract will be not less stringent than those imposed under the transferor contract.
- b. The accumulated benefit under the receiving contract immediately after the exchange will be at least equal to the accumulated benefit under the transferor contract immediately prior to the exchange as such accumulated value is defined for purposes of the Code.

7. Withholding. The Provider shall comply with federal withholding rules and, effective January 1, 2009, State Law withholding rules relating to distributions applicable to the Accounts. In determining such compliance, the Provider may require Participants to provide relevant information and attest to its accuracy.

8. 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.

9. Solicitation: 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. 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.

10. Cooperation from Provider. Provider shall, in the event of an audit by the Internal Revenue Service, an internal audit by the Employer or the Administrator on behalf of the Employer, or in any other instance in which the Employer requires it, promptly provide the necessary information as requested by Administrator or the Employer or parties designated by Administrator or the Employer for the 403(b) accounts held by Provider for Participants of the Employer.

11. Indemnity and Defense: Provider shall defend, hold harmless, and indemnify the Employer and its Governing Board, officers, employees and agents (the "indemnified parties"), with respect to every claim, obligation, demand and suit at law or equity, which may arise out of, be connected with or be made due to the negligence of Provider or failure of Provider to satisfy the material requirements of this Agreement, after 10 days' written notice to Provider and opportunity for Provider to cure ("Indemnification"), and shall satisfy any judgment rendered or settlement against any of the indemnified parties to the extent covered by this Indemnification, except the liability resulting from the negligence, willful misconduct, actual fraud or criminal conduct of any indemnified party. Notwithstanding the preceding sentence, this Indemnification shall not cover any claim, demand or suit based on erroneous information provided by the Employer, Employees or agent of the Employer (including but not limited to the Administrator), or their willful misconduct or negligence.

12. Agents: Provider is not and shall not be regarded as the agent or employee of the Employer, any individual member of its Governing Board, the County Superintendent of Schools, any officer, agent or employee of any of the foregoing, any legal successor of any of the foregoing, or of any combination thereof. The Employer, nor any individual member of the Governing Board of the Employer, the County Superintendent of Schools, any officer, agent or employee thereof, the legal successors of, nor any combination thereof, shall be regarded as agents or employees of the Provider.

13. Effect of Agreement: Provider acknowledges that the execution of this Agreement by the Employer is solely for the convenience of the Employer and its employees and does not constitute any endorsement, approval, or recommendation by the Employer or its Governing Board of Provider or its investment options. Provider shall make no representations to anyone to the contrary and shall use its best efforts to prevent such representations by its agents, brokers and employees. In addition, the Provider acknowledges that the Employer and/or County Superintendent of Schools:

- a. Processes remittances with respect to the purchase of investment options solely on the basis of payroll processing, and shall not issue remittances in response to billings from Provider or others; and,
- b. Is not responsible for distribution of materials supplied by Provider, except that Employer, at its sole discretion, may distribute to its employees written material supplied by Provider designed to educate its employees with regard to the Plan, in an effort for Employer to meet applicable federal and state requirements, as amended, for educating its employees; and,
- c. Shall remit monies to Provider at a single location only; and
- d. Shall supply with its remittances a listing containing, with respect to each applicable Participant, the name, social security number, contribution amounts, and loan repayments, if applicable.

14. Prior Agreements: This Agreement supersedes and replaces any other and all prior agreements of Provider regarding the purchase of its investment options by the Employer or the sharing of information between the Provider and the Employer, with the exception of the Information Sharing Facilitation Agreement.

15. Termination: The Agreement shall remain in effect until terminated by Provider or Employer with not less than 30 days advance written notice to the other party. Provider's obligations hereunder to provide information as described in Item 2 hereof with respect to accounts with positive balances under this Agreement shall survive such termination, however, and shall continue until either such accounts have been fully distributed (through one or more qualifying transfers or distributions, which could include a qualifying distribution of an annuity contract from the plan upon plan termination), or until Employer and Provider have entered into a new agreement governing the accounts.

16. Salary Reduction Agreement with Employees: Provider acknowledges that the Employer 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, in the event the Provider fails to comply with this Agreement; or if the Provider or Participant fails to comply with the Employer's Plans or the rules, requirements, and procedures of the Employer, including those set forth in the Salary Reduction Agreement between the Employer and the Participant; or if the Provider or Participant fails to comply with federal and state regulations.

17. Addresses: Provider agrees to provide an address, or addresses, in the Attachment to this Agreement along with an associated contact person or person and telephone numbers, to which all remittances, administrative communications or legal notifications shall be sent with respect to the investment options, and, if different, an address for the associated contact person and telephone number, to be used for submission of invoices and all other purposes. Provider shall promptly inform the Employer and Administrator of any changes in such information, as well as any change in the Provider's name, location, or other pertinent information.

18. Alteration of Terms: No alteration or variation of the terms of this Agreement shall be valid unless the Parties to this Agreement mutually consent in writing to such alteration or variations.

19. Governing Law: This Agreement shall be construed, administered, and enforced in accordance with the laws of the State of California. Any action or proceeding related to or connected with this Agreement shall be brought in the proper court of the State of California.

20. Privacy of Employee Information: The Provider and the Employer each acknowledges that in the course of carrying out its duties under this Agreement it may receive confidential information relating to the Employer's employees. Provider, its agents, employees, or affiliates, as well as the Employer, its agents (including the Administrator), employees or affiliates agree not to disclose such confidential

information to other Parties, other than as required to fulfill the responsibilities as stated in this Agreement, except to the extent required by the Internal Revenue Service, Department of Labor, or by law. Additionally, the Provider and the Employer, its agents, (including the Administrator) employees, or affiliates agree to take appropriate steps to secure such confidential information from misuse or unauthorized disclosure.

21. Number and Gender: For purposes of this Agreement, the plural number shall include the singular, and vice versa, and the masculine gender shall include the feminine and neuter, and vice versa, whenever the context so requires.

22. Headings: The headings used in this Agreement are for convenience only, and shall not limit, restrict, or enlarge the provisions of this Agreement.

23. Severability: If any provision of the Agreement is determined to be illegal, unenforceable, or invalid, the remaining provisions of this Agreement shall not be affected and shall remain in full force and effect.

24. Attorney's Fees: Should either party bring any claims, actions, or proceedings to enforce or contest this Agreement, each party shall be responsible for their own attorney's fees and costs incurred.

25. Assignment: Provider shall not assign any rights or obligations under this Agreement to any other party without the written consent of Employer.

Davis Joint Unified School District

CTA Voluntary Retirement Plans for
Educators, LLC

By: Omara Reyna

By: Carlos Moreno

Printed Name

Printed Name

Signature: [Signature]

Signature: [Signature]

Date: 4/11/2018

Date: 6.7.16

Title: _____

Title: Controller

Address: _____

Address: 1705 Murchison Drive

Burlingame, CA 94010

Provider: Please Complete the Attached Contact Information and Attachment

CONTACT PERSONS FOR PURPOSES OF THIS AGREEMENT

INFORMATION FOR ADMINISTRATIVE

COMMUNICATIONS OR LEGAL NOTIFICATIONS

Provider Contact Information:

Name: Carole Anne Luckenbach

Title: Administrator

Phone: (650) 552-5267

E-mail: cluckenbach@cta.org

Mailing Address:

1705 Murchison Drive

Burlingame, CA 94010

Administrator Contact Information

Envoy Plan Services, Inc.

Attn: Shari King

400 S. Kentucky Ave., Suite 500

Lakeland, Florida 33801

800-248-8858

Email: admin@envoyplanservices.com

ATTACHMENT TO PROVIDER AGREEMENT

Provider please provide the information requested in Section A below:

Section A: INFORMATION FOR REMITTANCES OF CONTRIBUTIONS

Company Name: CTA Voluntary Retirement Plans for Educators, LLC

Contact Name: Tanya Greene Phone: 949-823-7285

Contact Fax: _____ E-Mail: cta.benefits.admin@aonhewitt.com

ACH Information:

Bank Name: The Northern Trust

Bank Address: 50 South LaSalle Street, Chicago, IL 60603

Bank Account No.: TR2673973

ABA Routing No. (9 Digits): 07-1000-152

FC to Account No.: 5186061000

FFC to Account No.: 26-73973

Bank Telephone No.: _____

Bank Fax No.: _____

Mailing Information:

Address Line 1: CTA Retirement Plan Center

Address Line 2: P.O. Box 563986, Charlotte, NC

City, State: Charlotte, NC Zip Code: 28256-3986

Notice of TSA/403(b) Plan Solicitation Rules

The Purpose of This Notice

It is the intention of the public school employer(s) ("Employer") set forth above to allow all employees who are interested in learning about potential benefits of participation in their voluntary TSA/403(b) Plan ("Plan") to have reasonable opportunity to do so without interrupting the normal flow of day-to-day responsibilities. The Providers of the products and investment options for the Plan(s), and their designated representatives are, therefore, required to follow the solicitation rules outlined in this notice, and to distribute a copy of these rules to all representatives and employees of the Provider who will be working with any employee regarding the Plan(s).

Access to Employees

The Employer recognizes and acknowledges that Providers and their representatives will require access to employees in order to provide product and investment information to prospective participants. Therefore, Providers and their representatives may:

1. Schedule appointments with interested employees in the workplace, provided that such appointments take place before or after normal working hours of the school day or during the employee's regularly scheduled lunch break. Permission to be on site anywhere in the workplace must be granted by the school principal, supervisor, department head, other administrative personnel, or their designees before the scheduled appointment.
2. No employee is to be contacted by the Provider or their representatives during normal working hours, including times when teaching staff is conducting classes, other than an employee who has initiated contact with the Provider or their representative to meet during unscheduled time (such as a planning period).
3. Provider, its agents and/or employees may not use the Employer's web site for a means to solicit to employees and may not utilize employees' workplace email address without prior written approval from the Employer.

No other contacts will be permitted at the worksite.

Violation of the Rules

Providers or their representatives who violate the rules will receive a written warning. If violations continue following the written warning, the Provider and their representatives will receive written notification of their loss of their eligibility status to enroll new participants, and for the purposes of continuing to receive the ongoing contributions of current participants.

Schedule for Salary Reduction Agreements

The Salary Reduction Agreement ("SRA") for the TSA/403(b) Plan salary deferrals must be submitted to and received by the Administrator no later than the cut-off day established by the Administrator. The SRA form must be submitted to and received by the Administrator, please see your Employer's SRA for due dates. The SRA will always affect compensation amounts not yet paid or made available. **Do not submit Salary Reduction Agreements to your Employer, as they will be returned to the employee for proper submission.**

Employer Approved Salary Reduction Agreement

Only the Salary Reduction Agreement approved by the Employer and/or Administrator is permitted for use. A copy of the SRA is included in the Enrollment Packet, which can be obtained from the Administrator, or may be downloaded from the Administrator's website at www.envoyplanservices.com.