

**CSD RETIREMENT PLAN TRUST
PARTICIPATION AGREEMENT**

This Participation Agreement is made and entered into by and between Hogan Preparatory Academy (EIN: 43-181-7830) (the "Participating Employer") and the Trustees of the CSD Retirement Plan Trust (the "Trustees").

The Trustees have established the CSD Retirement Plan Trust (the "Trust") for the exclusive purpose of receiving, holding and administering the assets of the CSD Retirement Trust Multiple Employer 403(b) Plan for the benefit of eligible Employees of Participating Employer. With the consent of the Trustees, the Participating Employer desires to participate in the Trust and to adopt the Plan with respect to its eligible Employees.

NOW, THEREFORE, the Participating Employer hereby elects to participate in the Trust and to adopt the Plan effective as of January 1, 2020, and the Trustees hereby consent to such adoption and participation upon the following terms:

1. **Adoption of Plan and Trust.** The execution of this Agreement by the Participating Employer shall be construed as the adoption of each Plan and the Trust in every respect as if the Plan and the Trust had this date been executed by the Participating Employer. Each Plan shall be adopted as a restatement and/or merger and continuation of any prior Section 403(b) plan maintained by the Participating Employer (a "Prior Plan").
2. **Rights and Obligations of Participating Employer.**
 - a. The Participating Employer agrees that during the period of its participation in the Plan and the Trust it shall not make or remit contributions on behalf of its Employees to any other Section 403(b) plan or to any annuity contract or custodial account not approved by the Trustees as a permitted investment vehicle for Plan assets.
 - b. The Participating Employer agrees to accept all of the responsibilities of a Participating Employer as described in the Plan and the Trust.
 - c. The Participating Employer agrees to accept all of the responsibilities of an Employer as described in the Plan and the Trust with respect to its Employees and Participants and their Beneficiaries, and to comply with such rules and procedures as may be established by the Trustees and the Contract Administrator from time to time. The participation of the Participating Employer in the Plan and the Trust shall in no way diminish, augment, modify or in any way affect the rights and duties of the Trustees as Trustees and Plan Sponsor under the Plan.
 - d. The Participating Employer shall supply to the Contract Administrator full, accurate and timely information on all matters relating to the Plan, including the eligibility of its Employees to participate in the Plan, their Compensation, dates of

retirement, death, disability, or Severance from Employment, and such other pertinent information as the Contract Administrator may require.

- e. The Participating Employer shall provide the names and contact information for the Vendors of any annuity contracts and/or custodial accounts to which the Employer made contributions under any Prior Plan. Such information for the respective Prior Plans shall be provided on Prior Plan Vendor Schedules substantially in the form attached hereto and incorporated herein by reference. The Participating Employer certifies the accuracy of the information reported on the Prior Plan Vendor Schedules. The Plan Sponsor may rely upon all information supplied by the Participating Employer and shall have no duty or responsibility to verify such information.
 - f. The Participating Employer agrees to make reasonable efforts to require all such Prior Plan Vendors to share information with the Plan and the Contract Administrator in the manner determined by the Trustees from time to time. The Participating Employer further agrees not to permit contract exchanges between the annuity contracts and/or custodial accounts held by such Prior Plan Vendors (other than exchanges into the approved investment vehicles) unless such Vendors cooperate in sharing information in the manner prescribed by the Trustees.
 - g. The Participating Employer shall remit all contributions to the Trust within the time prescribed by the Plan.
 - h. The Participating Employer shall refer claims for Plan benefits and all requests for information concerning the Plan to the Contract Administrator immediately upon receipt of the same by the Participating Employer.
 - i. The Participating Employer shall timely comply with all requests of the Plan Sponsor to distribute to its Participants all Plan disclosures required by applicable law.
3. **Fees and Expenses.** The Participating Employer agrees that fees and expenses of the Plan and the Trust shall be paid from Trust assets. Fees shall be allocated to Participant Accounts on a periodic basis as prescribed in the Plan. All such fees and expenses shall be fully disclosed to the extent required by applicable law.
4. **Designation as Agent.** All actions required or permitted by the Plan or the Trust to be taken by the Trustees, including but not limited to the authority to select and remove Vendors and investment options and to amend the Plan and the Trust, shall be effective with respect to the Participating Employer when taken by the Trustees in the manner prescribed in the Trust Agreement. The Participating Employer hereby irrevocably designates the Trustees as its agent for such purposes. The Trustees shall notify the Participating Employer in the event the Trustees make any changes in Vendors or investment options or any amendments to the Plan or the Trust.

5. **Representation and Warranties.** The Participating Employer represents and warrants that it is a public school employer or educational service agency or community college that qualifies as a political subdivision under Missouri law (or other approved State) or a charter school established pursuant to Missouri law (or other approved State) and meets all the requirements of the Internal Revenue Code necessary for participation in the Plan.
6. **Indemnification.** The Participating Employer agrees to protect, defend, hold harmless and indemnify the CSD Retirement Trust, the Trustees, the Contract Administrator and their agents and employees from and against any and all claims, damages, liabilities, taxes, penalties, losses and expenses and reasonable attorney's fees and costs, arising out of any negligence, misrepresentation, or breach under this Agreement or applicable law by the Participating Employer or its agents or employees.
7. **Termination.** This Agreement shall terminate upon termination of the Trust in accordance with Article VII of the Trust. This Agreement may be terminated by the withdrawal of the Participating Employer upon 30 days advance written notice delivered to the Trustees and the Contract Administrator. The Participating Employer agrees that, in such event, the Employer shall adopt successor plans for the Employer's Employees and shall assume full responsibility for administration and compliance of such successor plans. The withdrawing Employer further agrees that all Plan Accounts of its Participants shall be considered accounts under the Employer's successor plans and the Plan Sponsor and Contract Administrator shall cease to have any responsibility for compliance of such Accounts. However, any amounts held in annuity contracts or custodial accounts through the Trust shall continue to be held in such contracts or accounts, subject to all terms and conditions governing such contracts or accounts, until the Participant requests distribution, transfer or exchange of such contracts or accounts consistent with the requirements of the investment vehicle, the Employer's successor plans and applicable requirements of the Code.
8. **Independent Contractors.** The parties enter into this Agreement as independent contractors and nothing contained in the Trust or the Plan or this Agreement shall be construed to create a partnership, joint venture, or joint-employer relationship between the parties. Nothing contained in the Plan or the Trust or this Agreement shall be construed to make the Employees of the Participating Employer Employees of CSD or the Trust. The Participating Employer shall remain the Employer of its Employees and shall be liable for all wages, salaries, employment taxes and other costs associated with such employment.

IN WITNESS WHEREOF, the Participating Employer and the Trustees have caused this Participation Agreement to be executed in their respective names by their duly authorized representatives, effective as of the date set forth herein.

PARTICIPATING EMPLOYER

By _____

Title _____

**TRUSTEES OF THE
CSD RETIREMENT PLAN TRUST**

By _____
Trustee

CSD RETIREMENT PLAN TRUST
Adopting Resolution

Hogan Preparatory Academy (the "Participating Employer"), a public school district, educational service agency, community college or charter school in the State of Missouri, hereby elects to participate in the CSD Retirement Plan Trust ("Trust") and to adopt the CSD Multiple Employer 403(b) Plan for the benefit of its eligible employees, as of the date stated in a resolution substantially in the following form adopted by its Board on November 25, 2019.

"RESOLVED,

That the Participating Employer hereby elects to become a Participating Employer in the CSD Retirement Plan Trust and to adopt the CSD Multiple Employer 403(b) Plan effective as of January 1, 2020.

FURTHER RESOLVED,

That the _____ be and is hereby authorized to execute the Participation Agreement and such other instruments as are necessary to evidence the election of this Organization to become a Participating Employer in the Trust and its adoption of the Plan, and thereby to become subject to the terms of the Trust Agreement, the Plan and the Participation Agreement, until this election is revoked pursuant to Article VI of the Trust.

IN CONSIDERATION OF One Dollar (\$1.00), receipt of which is hereby acknowledged, and the mutual covenants of the other Participating Employers to be bound by the terms of the Trust Agreement, the Plan and the Participation Agreement, the Participating Employer hereby agrees to be bound by the terms of the Trust Agreement, the Plan and the Participation Agreement.

IN WITNESS WHEREOF, the Participating Employer has caused this Adopting Resolution to be executed by its duly authorized official.

Organization Address:

(Name of Organization)

By: _____

Title: _____

"Participating Employer"