**THIRD PARTY ADMINISTRATION CONTRACT**

This Third Party Administrator Agreement (the "Agreement") is entered into effective as of June 6th, 2022 , by and between Community School for Creative Education and TCG Administrators, LP (“Third Party Administrator" and “TCG”) as successor to the Employer’s contract with CalSTRS 403bComply.

 For good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the parties agree as follows:

1. Contract Term. The Employer agrees to retain Third Party Administrator and Third Party Administrator agrees to provide services to the Employer for a period of three years, commencing on the Effective Date and terminating at the end of the twelfth month thereafter, unless earlier terminated pursuant to the terms of this Agreement (the "Contract Term"). The contract shall be automatically renewed for successive periods of one year each, unless earlier terminated pursuant to the terms of this Agreement, or, either party gives notice of its intention to not automatically renew the contract for a successive period by providing written notice, pursuant to section 8, at least thirty days prior to the end of the then-current term.
2. Duties of the Third Party Administrator Regarding the Plans Maintained under Applicable Sections of the Internal Revenue Code for Governmental Plans. Indicate plans for which the Third Party Administrator will provide services by checking the applicable sections below (the “Plans”).
	1. ◻ 403(b) Plan Duties of the Third-Party Administrator. Third Party Administrator shall provide services to the Employer. Such services will include the following regarding the Employer’s Section 403(b) Retirement Plan (the “403(b)Plan”):
3. Services to be Provided Beginning with the Effective Date of this Agreement: (except as otherwise noted below):
4. Maintain salary reduction records of employees participating in the 403(b) Plan, including each employee’s salary reduction amount and the allocation of each employee’s contribution to the funds and/or products available under the 403Plan;
5. Determine each employee’s eligibility to enter the 403(b) Plan, enter into salary reduction agreements with eligible companies providing funds and/or products available under the 403(b) Plan, ability to change election amounts under the 403(b) Plan and the employee’s contribution limits under Sections 403(b), 415 and 402(g) (the “Maximum Annual Contribution”) of the Internal Revenue Code of 1986, as amended;
6. Develop a written 403(b) Plan (“plan document”) for the Employer that (a) complies with the final 403(b) regulations and other applicable federal tax rules and (b) meets the Employer’s specific needs;
7. Provide an Internet-based Web Portal and 403(b) Plan Data Base for the Employer;
8. Process all 403(b) Plan transaction requests from Participants (Enrollments, Distributions, etc.) through the Third Party Administrator Website;
9. Monitor each transaction for compliance with 403(b) and 403(b) Plan rules;
10. Approve each transaction compliance with 403(b) Plan rules, then transmit them to the vendors that the Employer has approved to participate in the 403(b) Plan;
11. Maintain records of all 403(b) Plan transactions;
12. Receive electronic payroll files and payroll deductions from the Employer, reconcile payroll deductions and forward deductions to vendors within two business days of receipt of funds and payroll records in good order;
13. If any deductions must be delayed due to incomplete data or data that cannot be reconciled, these funds will be placed in suspense pending resolution and will not delay transmittal of all other deductions;
14. Answer compliance questions for administrative and payroll personnel as needed;
15. Handle compliance questions for employees as needed;
16. Assist with corrective action on compliance problems involving the 403(b) Plan with the Internal Revenue Service or other regulatory agencies;
17. Vendor Compliance – The Employer agrees to the following requirements for all vendors in the 403(b) Plan:
18. Vendors will process transactions and send electronic records to Third Party Administrator. Third Party Administrator will maintain a database of all transactions and monitor them for continuing compliance (e.g., loan defaults);
19. All vendors must agree to participate in this electronic data exchange process in order to be approved in the 403(b) Plan;
20. Vendors, their products, and the marketing of these products must comply with applicable state laws;
21. Provide Participants with the ability to view all of their 403(b) investments by company, for those that provide electronic data feeds to the Third Party Administrator in accordance with its specifications.

Third Party Administrator agrees not to accept any payments from vendors except as provided herein. The services provided by the Third Party Administrator will be provided on a fee-for-service basis to Employer. Employer may choose to pass all or part of the cost of the services to Participants and/or the vendors, to the extent permitted by applicable laws. Third Party Administrator will assist the Employer in deducting fees from Participants’ payroll deductions, if needed.

* 1. ◻ 457(b) Duties of the Third Party Administrator. Third Party Administrator shall provide services to the Employer. Such services will include the following regarding the Employer’s Section 457(b) Retirement Plan (the “457(b) Plan”):
1. All Accounts
2. Administration of the compliance for the Employer’s 457(b), including establishing a Trust or Custodial Account, on behalf of the employer, for the 457(b) Plan,
3. Management for the 457(b) Plan, including all forms, procedures and software needed, handling of all participant distributions from the 457(b) Plan;
4. Annual review of design of the 457(b) Plan and updates, as needed;
5. Documents and summary descriptions of the 457(b) Plan kept up to date;
6. Annual compliance review of operations of the 457(b) Plan;
7. Training for administrative and payroll personnel as needed about the 457(b) Plan;
8. Handling of compliance questions as needed about the 457(b) Plan;
9. Assistance with software design/payroll system issues related to compliance and administration for the 457(b) Plan;
10. Assistance with corrective action on compliance problems involving the 457(b) Plan with the Internal Revenue Service or other regulatory agencies;
11. Research changes in federal laws and regulations and other rules to determine the effect of these on 457(b) Plan design and operations and keep the employer informed of actions needed;
12. Answer questions for administrative and payroll personnel as needed.
13. Accounts with Investments through the TCG Administrative Platform
14. Offering all 457(b) Plan investments and services to 457(b) Plan participants through an Internet Website (this includes both pooled/Trustee-directed investments and participant-directed investments);
15. Send and receive data electronically from investment and/or insurance companies to facilitate the fastest possible investment of participants’ funds, balance 457(b) Plan records daily, and provide online financial data to the Employer and 457(b) Plan participants;
16. Send and receive payroll data and changes by electronic download file from the Employer’s payroll system and upload deductions and other Third Party Administrator information back to Employer electronically;
17. Generate a billing report to Employer to review for changes (optional);
18. 457(b) Plan contributions wired or mailed from employer payroll office each pay period to the 457(b) Plan Custodian;
19. Maintain records of eligible employees and their salary reduction amounts, including each employee’s annual election and the allocation of each employee’s contribution to the funds available under the 457(b) Plan.

 All such services shall be provided by the Third Party Administrator upon reasonable prior notice to the Third Party Administrator by the Employer. The Employer may require the Third Party Administrator to render such services to or on behalf of the Employer in connection with a contract, joint venture, partnership, or other arrangement entered into with an affiliate of the Employer or any other party. Third Party Administrator agrees that they will provide services under this Agreement using the standards of care, skill, and diligence normally provided in the performance of the same or similar services.

 The Employer acknowledges that some of the services listed herein for the 457(b) Plan may be provided by TCG Advisory Services, LLC (“TCG Advisors”) in its capacity as Investment Advisor to the 457(b) Plan. The Employer hereby agrees to sign a separate Investment Advisory Agreement with TCG Advisors in order to receive these services for the 457(b) Plan. The Employer also agrees that the Third Party Administrator will pay TCG Advisors the fee listed in the attached Schedule of Fees from 457(b) Plan assets.

 The Employer acknowledges that the service of receiving 457(b) Plan funds and forwarding these along with necessary records to the investment companies providing fund options for the 457(b) Plan may be provided through a Custodial Agreement between Third Party Administrator and Matrix Trust Company or its successor, and the Employer hereby agrees to sign a separate Master Custodial Account Administration Agreement with the Third Party Administrator whereby Third Party Administrator will contract for such custodial services on the Employer’s behalf with Matrix Trust Company. The Employer also agrees that the Third Party Administrator will pay the fees of Matrix Trust Company.

 The Employer acknowledges that the service of providing investment and/or annuity options to which 457(b) Plan participants will be able to direct their contributions and assets under the 457(b) Plan will be provided by investment and/or insurance companies. The Employer hereby agrees to sign separate agreements or contracts with these investment and/or insurance companies in order to receive these services for the 457(b) Plan, if required. The Employer also agrees that the investment and/or insurance companies may deduct fees from the accounts of 457(b) Plan participants who direct their contributions and/or assets to the funds and/or products of these companies in accordance with the companies’ prospectuses and/or insurance company policies or contracts. The Employer also acknowledges that the investment companies and/or insurance companies may pay commissions to individuals who have contracted with these companies to sell their funds and/or products.

1. Compensation. Subject to the terms and conditions hereof, in consideration of the services to be rendered by the Third Party Administrator to Employer hereunder, Employer agrees to pay the Third Party Administrator, commencing on the Effective Date and continuing throughout the Contract Term, unless earlier terminated pursuant to the terms of this agreement, the fees listed in the attached Schedule of Fees.

Additional services not listed under Section 2 shall be provided at the rate of $150 per hour. Hours shall be billable in minimum increments of fifteen (15) minutes. Any hourly fees shall be approved in advance by the Employer.

Once a month, Third Party Administrator will furnish the Employer with a statement setting forth the services rendered by Third Party Administrator under this Agreement for which they have not then been paid. Within 30 days after receiving Third Party Administrator’s statement for services rendered, the Employer shall remit to Third Party Administrator the fee payment required by this Agreement. Failure of the Employer to remit complete and timely payment after one additional thirty (30) day notice of unpaid fees shall be considered a material breach of the Agreement and shall discharge Third Party Administrator from any obligation to provide additional services. However, such failure to pay the Third Party Administrator shall not relieve the Employer of the obligation to pay the Third Party Administrator all fees stipulated by this Agreement.

The Third Party Administrator shall be allowed to charge each vendor in the 403(b) and 457(b) Plan (the “Plans”) a Vendor Support Services Fee equal to either $1.50 per participant in the Plans (defined as having an account balance whether contributing or not) or, if records are not available from the vendor to assess this fee, $1.75 per month per active participant having a payroll deduction. The payment of the Vendor Support Services Fee or the failure to pay such fee will not affect the administration of the Plans, direct service to the Plans’ participants or the compliance services that the Employer or the participants receive. Such services shall include, but are not limited to:

1. Support and advice for sales representatives (if any), including assisting them with enrollment and distributions for their clients, providing copies of paperwork and other required services;
2. Importing change reports directly from the Vendor so their participants do not need to go to TCGs’ web site to change contribution amounts;
3. Using DocuSign for 403(b) distributions so as soon as we update a transaction request, it gets sent via secure email to the email address the Vendor and/or representative provides;
4. Letting the Vendor have different remittance addresses for different employers if they want contributions in those districts sent to another provider;
5. A future goal is to have a default investment choice for the Vendor so that if the employee selects the vendor but did not specify a product or investment with the Vendor, the employee’s funds can be processed automatically;
6. Other services as they become available.

All of these depend on the Vendor and Third Party Administrator being able to work out administrative details and procedures for providing these services. Third Party Administrator agrees that they will provide services under this Agreement using the standards of care, skill, and diligence normally provided in the performance of the same or similar services. The Employer agrees to provide all necessary data and support in the manner specified by the Third Party Administrator as needed to allow the Third Party Administrator to provide the services listed above.

1. Reimbursement of Expenses. During the Contract Term, the Employer shall, within thirty (30) days after its receipt of appropriate documentation from Third Party Administrator, reimburse Third Party Administrator for all reasonable and necessary out of pocket expenses which are properly documented and which are incurred by Third Party Administrator in connection with the services rendered hereunder, if any. Any expenses under this Agreement other than those provided in the attached Schedule of Fees must be approved in advance by the Employer.
2. Independent Contractor. The parties acknowledge that Third Party Administrator is a skilled professional benefits administrator who will be rendering professional services pursuant to this Agreement. Third Party Administrator will use their professional judgment and expertise to accomplish the details of their work. Third Party Administrator is, and shall for all purposes be considered, an independent contractor, and nothing in this Agreement shall be deemed to create or imply an agency or employment relationship between Third Party Administrator and the Employer (or any affiliate of the Employer). In this respect, Third Party Administrator acknowledges and agrees that they shall have no right or authority to commit or obligate the Employer in any way to any third party or parties unless specifically authorized to do so by an authorized officer of the Employer.

 The parties acknowledge that Third Party Administrator is free to perform services for other persons or entities and that this agreement is not an exclusive arrangement for the services of Third Party Administrator.

The parties also acknowledge that, at the time of entering this agreement and during the Contract Term, or any renewal period, Third Party Administrator is or may be engaged to perform services for any other employer, organization or individual without the permission of the Employer.

 Further, Third Party Administrator acknowledges and agrees that they will not be entitled to any benefits generally provided by the Employer to its employees (including, without limitation, health insurance, retirement, severance, vacation, and disability) or any compensation other than what is set forth in Section 3 above.

 It is understood and agreed that Third Party Administrator shall pay all taxes, licenses, and fees levied or assessed on Third Party Administrator in connection with or incident to the performance of this Agreement by any governmental agency, including, without limitation, unemployment compensation insurance, old age benefits, social security, or any other taxes upon wages of Third Party Administrator, its agents, employees, and representatives. Third Party Administrator agrees to require the same agreements of their sub-contractors. Third Party Administrator agrees to furnish the Employer with the information required to enable it to make the necessary reports and pay taxes.

1. Confidentiality; Work Product. (a) Subject to (b), without the prior written consent of the Employer, Third Party Administrator specifically agrees that they will not at any time during or after the term of this Agreement divulge any confidential information (information not available to the public or which would be generally known by knowledgeable individuals in the industry who do not work for the Employer) obtained by Third Party Administrator during the Contract Term, including, but not limited to, the Employer’s methods of operation, designs, concepts, processes, new developments, cost data, price data, trade secrets, formulas, financial condition, or information which came to Third Party Administrator’s attention by reason of their performance hereunder. In the event that the Employer takes any legal action against the Third Party Administrator, or if it is necessary for the Third Party Administrator to take any legal action against the Employer in order to enforce the provisions of this Contract, then this section
2. shall become void and the Third Party Administrator shall be free to disclose such information to the extent that it is necessary to provide for a defense against any legal action by the Employer or to pursue any legal action against the Employer.
3. Any and all work product, inventions, discoveries, formulas, patterns, devices, compilations, codes, moral rights, developments, trade secrets, know-how, show-how, mask work right, patents, copyrights, trade or service marks, trade names, work made for hire, presentations, seminars, compliance material, position papers, contract forms, document forms, or intellectual property protection or intangible legal rights or interests, developed or acquired in the course of providing services pursuant to this Agreement, shall be the joint property of the Employer and the Third Party Administrator, and the Third Party Administrator shall have the right to use such information or rights freely without the permission of or compensation to the Employer. If any confidential information as defined in section (a) is included in such material, the material may be used by the Third Party Administrator if any confidential information is deleted before being used.
4. Employer Property. Other than property and rights covered by paragraph 6(b), the Employer and Third Party Administrator understand and agree that all Employer records, computer print outs, and any other records, files, documents, drawings, specifications, equipment, books and other similar items relating, in any manner whatsoever, to the business of the Employer shall remain the exclusive property of the Employer. All such books, records, data, logs, programs and records in Third Party Administrator's possession or under Third Party Administrator's control belonging to the Employer shall be immediately returned by Third Party Administrator to the Employer upon any termination of this Agreement or upon any request for such documents and materials by the Employer. To the extent that such books, records, data, logs, programs and records in Third Party Administrator's possession or under Third Party Administrator's control belonging to the Employer also represent a work product of the Third Party Administrator, as defined in section 6(b), the Third Party Administrator may keep a copy of such items, subject to the restrictions and rights of the Third Party Administrator and the Employer as provided in section 6.
5. Notice. Any notice provided or permitted to be given under this Agreement must be in writing, but may be served by deposit in the mail, addressed to the party to be notified, postage prepaid, and registered or certified, with a return receipt requested. Notice given by registered mail shall be deemed delivered and effective on the date of delivery shown on the return receipt. Notice may be served in any other manner, including telex, telecopy, telegram, etc., but shall be deemed delivered and effective as of the time of actual delivery. For purposes of notice the addresses of the parties shall be as follows:

If to the Employer, to:

Superintendent

Address of the Central Administration Building of the Employer as posted on the Employer’s website

If to Third Party Administrator, to:

TCG Administrators

900 S. Capital of Texas Highway, Suite 350

Austin, TX 78746

Such addresses may be changed from time to time, by written notice to the other party.

1. Indemnification. Third Party Administrator agrees to accept liability for any federal compliance violations that occur directly as the result of any administrative services, advice, actions, agreements or other activity provided under section 2 of this Agreement, provided that any actions that the Third Party Administrator has advised the Employer to take have been carried out by the Employer as advised or actions that the Employer has been advised by the Third Party Administrator not to take have not been taken as advised. In the event that the Third Party Administrator is liable for any federal compliance violations under the terms of this Agreement, the Third Party Administrator shall provide for correction of the violation(s) by the least expensive method, which alleviates all liability for the Employer in a reasonable time frame for the matter involved.
2. Entire Agreement. This Agreement sets forth the entire understanding of the parties with respect to the matters contemplated hereby and any previous agreements or understandings between the parties are superseded by this Agreement. This Agreement shall also replace any and all previous contracts, agreements or understandings between the Employer and the Third Party Administrator.
3. Assignability. Third Party Administrator shall have the right to assign, transfer or delegate its rights or obligations hereunder with prior notice to the Employer. This Agreement, with the Third Party Administrator's prior written consent, may be assigned or transferred to any affiliate of the Employer or to any partnership or joint venture in which the Employer or any affiliate of the Employer participates. This Agreement shall be binding upon and shall inure to the benefit of, any of the Employer successors or assigns.
4. Amendment of Agreement; Waiver. This Agreement may only be amended or modified by written instrument duly executed by each of the parties hereto. The failure of a party to insist upon strict performance of any provision of this Agreement shall not constitute a waiver of, or estoppel against asserting, the right to require performance in the future. A waiver or estoppel in any one instance shall not constitute a waiver or estoppel with respect to a later breach.
5. Choice of Governing Law and Forum. This Agreement shall be construed and enforced in accordance with the laws of the state in which the Employer’s primary administrative offices are located.
6. Headings. The headings contained herein are for convenience and reference only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement.
7. Ambiguities. In the event that it shall be determined that there is any ambiguity contained herein, such ambiguity shall not be construed against either party hereto as a result of such party's preparation of this Agreement but shall be construed in light of all of the facts, circumstances and intentions of the parties at the time this Agreement is executed.
8. Severability. In the event any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
9. Counterparts. This Agreement may be executed in several counterparts, each of which is an original and any person may become a party hereto by executing a counterpart hereof. This Agreement and any counterpart so executed shall be deemed to be one and the same instrument. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.
10. Mediation. The parties agree to make a good faith effort to resolve any disagreements through voluntary, non-binding mediation before pursuing any legal action. The costs of the mediation shall be shared equally by the parties.
11. Contract Termination. This Agreement may be terminated prior to the end of the Contract Term if the Third Party Administrator or the Employer is dissolved or otherwise ceases to continue doing business. This Agreement shall be terminable by Employer upon:
12. The failure by Third Party Administrator to cure the nonperformance of duties outlined in this Agreement or any breach of any provision hereof within 30 days after receiving written notice from Employer; or
13. This Agreement shall automatically terminate upon bankruptcy, insolvency, or upon the assignment for the benefit of creditors by Third Party Administrator; or
14. Conviction of Third Party Administrator of violation of any criminal law or statute; or
15. Conviction of Third Party Administrator of performing any fraud or dishonesty affecting Employer or the Plans.

Upon occurrence of any of the foregoing, this Agreement may be terminated by Employer by providing written notice to the Third Party Administrator. The date of termination specified in the notice may be any date thirty (30) days or more after the date of receipt of notice.

Upon termination of this Agreement, neither party shall have any further obligation to the other.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

**EMPLOYER: THIRD PARTY ADMINISTRATOR:**

Community School for Creative Education TCG Administrators, LP

By: By:

Name:Kimberly Palmore Name: Scott Hauptmann

Title: **Business Operations Manager** Title: Partner/COO

**Exhibit I**

**Schedule of Fees**

***403(b) Plan Administration Fees***

**$2.00 per Participant in the 403(b) Plan per month**

A Participant shall be defined for billing purposes as an employee having an active payroll deduction in the month to which the invoice applies.

*Fees may be paid by the Employer, the vendors, the Plan participants or any combination, to the extent permitted by applicable laws. Please indicate below how fees are to be paid until otherwise changed by the Employer.*

Fees are to be paid by:

1. The Employer
2. The Plan Participants
3. The Vendors in the Plan
4. Other:

***457(b) Plan Fees***

(a) Vendors Whose Assets Are Not Managed by TCG Advisors

*Same as 403(b) Plan (see above)*

(b) Vendors Whose Assets Are Managed by TCG Advisors

*Fees to the Employer– None*

*Participant Account Administration and Investment Fees:*

*Plan Administration – .40% (40 basis points) plus*

*$18.50 per participant annually*

*Loan/distribution fee - $25.00 per transaction*

*Mutual Fund Fees – Depends on Funds selected by Participant*

*Fees will be offset by any revenue received from Mutual Fund Companies in the form of Sub-transfer agent fees*