

APR-21-2009 15:32 FROM:BUSINESS OFFICE
04/20/2009 21:38 FAX 503 988 78025035914307
CARRUTH COMPLIANCE

TO: 918164644452

P.002/003
002/003**403(b) Vendor Agreement**

- Service Provider Agreement/Payroll Slot Vendor
 Information Sharing Agreement

Reference File #584560

This Agreement ("Agreement") between TD AMERITRADE ("Provider") and Plan Sponsor:

Beaverton School District

establishes the understanding between Provider and Plan Sponsor to share information necessary for the proper administration of the 403(b) plan and with respect to exchanges to share information necessary for compliance with final 403(b) regulations.

Plan Sponsor represents:

1. That it is an employer eligible to offer programs under 5403(b) of the Internal Revenue Code of 1986, as amended (the Code);
2. That it has established and maintains a program for eligible employees intended to qualify as a tax-sheltered annuity under 5403(b) of the Code ("403(b) Plan");
3. As part of the 403(b) Plan, Plan Sponsor either allows or does not allow employees to Exchange their current 403(b) accounts/contracts for 403(b) accounts/contracts offered by Provider. If Exchanges are allowed, the Plan Sponsor, on or before January 1, 2009, shall adopt a written 403(b) plan document which shall authorize Exchanges executed under this Agreement and shall provide a means of obtaining a copy of the document and any updates, amendments or other changes to Provider.

Provider represents:

4. That it will offer 403(b) annuity contracts/custodial accounts that conform to applicable laws and regulations;
5. If exchanges are allowed, that an employee's accumulated benefit under the Provider's 403(b) contract/account after an Exchange shall be at least equal to the accumulated benefit of the employee's contract/account immediately prior to the Exchange; That the distribution restrictions applicable to the Provider's contract/account are at least as restrictive as the distribution requirements applicable to the 403(b) contract/account prior to the Exchange. It shall be responsible for verifying with the Employer or its designated agent for Plan administration prior to any contract or custodial account Exchange for a Plan Participant or beneficiary that the vendor receiving such Exchange is approved to receive contributions under the plan or has an information sharing agreement with the Employer. It may rely on information received from the Employer or its designated agent for Plan administration.
6. That it will be responsible for obtaining the consent of the Employer or its designated agent for Plan administration before it makes any distribution or loan to a Plan Participant or beneficiary, makes any plan-to-plan transfers to another 403(b) plan for a Plan participant or beneficiary, accepts any rollover contributions for a Plan participant or beneficiary, or accepts any plan-to-plan transfers for a Plan participant or beneficiary. It may rely on information received from the Employer or its designated agent for Plan administration.
7. It shall be responsible for correctly reporting and withholding taxes on distributions it makes for Plan Participant or beneficiaries.
8. That it will, in the event of a tax audit of Plan Sponsor, cooperate in providing necessary information relating to the 403(b) Plan as requested.

Plan Sponsor and Provider Agree:

9. That each, or their authorized representatives, shall exchange information necessary for compliance with the requirements of 5403(b)-related Code sections and other applicable laws and regulations, including, but not limited to information on employment status, contributions and transactions made to or from other 403(b) contracts/accounts under the 403(b) Plan, information on other exchanges, loans and hardship withdrawals, (as permitted under the 403(b) Plan) and any other information necessary to facilitate activities permitted under the terms of the 403(b) Plan or tax compliance and reporting.
10. For purposes of this Agreement, "Exchange" means the tax-free exchange of all or some portion of an employee's 403(b) contract/account from an investment provider to a 403(b) contract/account with the Provider for the purpose of changing investments.
11. That the dates set forth in this Agreement, except for the execution date, are automatically extended to conform to any later-available compliance dates that may be provided under applicable guidance issued after this Agreement is executed.



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P.003/003
003/003

PROVIDER

Printed Name: Steve Choi Title: Senior Manager

X Signature: [Signature] Date: 10-14-2008

PLANSponsor

Printed Name: CLAIRE HERTZ Title: CHIEF FINANCIAL OFFICER

X Signature: [Signature] Date: 04-21-2009

Printed Name: _____ Title: _____

X Signature: _____ Date: _____

Printed Name: _____ Title: _____

X Signature: _____ Date: _____

AUTHORIZED AGENTS

Plan sponsor authorizes the following as its designated agent for Plan Administration:

Printed Name: J. Harvey Carruth X Signature: [Signature] Date: 4-20-09

Carruth Compliance Consulting
10555 SW Lady Marion Drive
Portland, OR 97224
(P) 503-968-8961 (F) 968-7802

Carruth Compliance Consulting is a Third Party Administrator for:
BEAVERTON SCHOOL DIST.