

457/403 Salary Reduction Agreement with District Match



Part 1. Employee Information:

Name (Last, First): _____ Date of Birth: _____ Pay Periods: _____
Employee Type: _____ Employee Number: _____ Reduction Start Date: _____

Part 2. Contribution Information:

Salary Reduction				Service Provider (See list of providers on Staff Intranet)	Employees		Employer Match	
Type	New	Change	Stop		Salary Reduction	Annualized Salary	Employer Match	Annual
					Amount Per Pay Period	Reduction Amount	Per Pay Period	Employer Match
403(b) Pre Tax								
403(b) Pre Tax								
Self Directed 403(b)				VANGUARD				
Self Directed 403(b) Roth Post Tax				VANGUARD			PLEASE NOTE THE EMPLOYER MATCH IS ONLY PRE-TAXED	
403(b) Roth Post Tax								
403(b) Roth Post Tax								
457 Pre Tax				MNDCP			PLEASE NOTE THAT 457's ARE <u>NOT</u> EMPLOYER MATCHED	
457 Roth Post Tax				MNDCP				
Contributions into a 457 account must be a minimum of \$10 per paycheck								
Grand Totals								

Part 3. 403b Catch Up Provision:

If you are contributing more than the basic limit to a 403(b) or a 403(b) Roth, you must be using one (or both) of the following:

- ☐ I am contributing \$_____ Using the 15 years of service election (must attach documentation as proof).
☐ I am contributing \$_____ Using the age 50 and older catch up election.

457 Catch Up Provision:

If you are contributing more than the basic limit to a 457 or a 457 Roth, you must be using one (or both) of the following:

- ☐ I am contributing \$_____ Using the 15 years of service election (must attach documentation as proof).
☐ I am contributing \$_____ Using the age 50 and older catch up election.

Part 4. Agreement :

By signing this Agreement, Employee agrees to modify his/her salary as indicated above and Employer agrees to contribute this amount on Employee's behalf into the 457/457 Roth or 403(b)/403 Roth annuity(ies) or custodial account(s) selected by the Employee. It is intended that the requirements of all applicable state and federal tax rules and regulations (Applicable Law) will be met. The Employee understands and agrees that this Agreement:

- 1 Is legally binding and irrevocable with respect to amounts paid or available while it is in effect;
- 2 May be terminated at any time for amounts not yet paid or available, and that a termination request is permanent and remains in effect until a new salary reduction agreement is submitted;
- 3 Is effective only for amounts not yet earned or made available in accordance with the Employer's administrative procedures.

Employee further agrees that:

He/she is responsible for determining that his/her salary reduction amount does not exceed the limits of the Applicable Law;

He/she is responsible for the accuracy of the information provided by Employee, which is used in determining Employee's Maximum Annual Contribution limit; and Employer has no liability for any losses suffered by Employee that resulted from his/her participation in the 457/457 Roth or 403(b)/403(b) Roth program.

Employee acknowledges that Employer has made no representation to Employee regarding advisability, appropriateness or tax consequences of the purchase of the 457/403(b) program. Nothing herein shall affect the terms of employment between Employer and Employee.

This agreement supersedes all prior salary reduction agreements and shall automatically terminate if your employment with the Employer is terminated.

Note: Your employer's administrative policies will determine when the 457 /457 Roth or 403(b)/403(b) Roth salary reduction instructions are implemented.

Employee Initials Agreeing to Dollar Amounts listed above: _____

Part 5. Important Information:

- 1 Employer does not choose the annuity contract(s) or custodial account(s) in which contributions are invested.
 - 2 Employees are responsible for setting up and signing the legal documents to establish the annuity contract or custodial account. However, in certain group annuity contracts, Employer may be required to establish the contract
 - 3 In order to receive the expected tax results, Employees are responsible for investing in annuity contracts or custodial accounts that meet the requirements of Section 403(b)/403(b) in the Internal Revenue Code or 457 of the Internal Revenue Code
 - 4 Employees are responsible for naming a death benefit under the 457/457 Roth or 403(b)/403(b) Roth program. This is normally done at the time the annuity contract or custodial account is established. Beneficiary designations should be reviewed periodically.
- Employees are responsible for all distributions and any other transactions with their service provider. All rights under the annuity contracts or custodial accounts are enforceable solely by the Employee, Employee Beneficiary or Employee's Authorized Representative. Employee must work directly with the service provider to transfer contract(s) or custodial accounts(s) to another service provider, begin distributions, make loans, or otherwise access 457/457Roth or 403(b)/403(b) Roth program assets.
- 6 Employees are responsible for determining that salary reductions do not exceed the allowable contribution limits under Applicable Law. Limits should be checked each year for the scheduled increases.

Read Before You Sign:

By signing this Agreement, you are declaring that the amount you have elected to withhold does not exceed the allowable contribution limits under Applicable Law. If selected in Part 3 above, you are declaring that you are eligible for one or both of the catch up elections as indicated, and you are accepting full responsibility for the amount you have elected to have withheld from your salary and contributed to the 403(b)/403(b) Roth arrangement.

Disclaimer – Other Fees:

If an investment company does not agree to pay the third party administrator's fee associated with this employer's 457 or 403(b) Plan the fee, upon consent of the employer, shall be passed along to the 457 or 403(b) participant. This fee equates to .60 cents per participant per month.

Part 6. Employee Signature

I certify that I have read this complete Agreement and that my salary reductions do not exceed contribution limits as determined by Applicable Law. I also certify that I am eligible for the catch up election(s), if selected, under Part 3 above. I understand my responsibilities as an Employee under the 457/457 Roth or 403(b)/403(b) Roth programs, and I request Employer to take the action specified in this Agreement. I understand that all rights under annuity (ies) or custodial account(s) established by me under the 457/457 Roth or 403(b)/403(b) Roth program are enforceable only by me, my beneficiary or my authorized representative.

Employee Signature: _____

Date: _____

Part 7. Acknowledgement and Representative of Sales Agent/Representative

***Only required for 403(b) agreements**

I hereby acknowledge my responsibility to comply with Employer's written directives regarding solicitation of Employees. I also acknowledge my responsibility to assist the Employee in determining the maximum contribution limits. I certify that the above employees account is active.

Representative Name (print clearly): _____

Phone Number: _____

Address: _____

Signature: _____

Date: _____

Part 8. Payroll / Employer Signature:

Employer hereby agrees to this Salary Reduction Agreement.

Employee Match Eligible on: _____

Date Received/Entered in Payroll by: _____

HR Rep Approved Match on: _____

Date Entered in Payroll: _____

***Forms must be returned to the Payroll Department for processing. Please be sure to complete Sections 1, 2 and 6 as well as initial the bottom of page 1 and obtain a Agent/Rep signature if applicable. Incomplete forms will delay the processing.**
Please contact the payroll office with any questions at bgalle@district16.org or 763-600-5034.

