

**Baldwin-Woodville Area School District 403(b) Plan
Salary Reduction Agreement**

Part 1. Employee Information:

Name: _____

SS#: _____

Address: _____

Phone: _____

Part 2. Contribution Information (Fill in all that apply):

Initiate new salary reduction. Please deduct the amount of (select all that apply):

Pre-Tax Qualified Contribution _____% or \$_____ per pay period. Vendor: _____

After-Tax Roth Contribution _____% or \$_____ per pay period (WEA only).

Change Salary reduction. This is notification to change the amount of my deferrals to (select all that apply):

Pre-Tax Qualified Contribution _____% or \$_____ per pay period. Vendor: _____

After-Tax Roth Contribution _____% or \$_____ per pay period (WEA only).

NOTE: Any employee who works variable hours or who does not have a regular bi-weekly paycheck must select “% of pay.”

Change Service Provider/Vendor. This is notification to change my Service Provider/Vendor from _____ to _____.

Discontinue salary reduction. Please discontinue my salary reduction with the following Service Provider/Vendor _____

I am contributing more than \$19,500. Check one or both:

I am eligible to participate in the Age 50 and older catch-up allowance. My age at the end of the current calendar year: _____ I am contributing \$_____. (Maximum \$6,500.)

I will have 15 years of service with the District by the end of the current calendar year and, therefore, am eligible to participate in the 15-year service election. Employee participating in the 15 year service election must complete a Maximum Contribution Allowance Worksheet.

I understand that amounts in excess of the basic limit shall be allocated first to the “15-year rule” and next to the “Age 50 Catch-up provision”

Part 3. Representation by Employee for Calendar Year- 2021:

Participation in other employer plans (check only one):

I do not and will not have any other elective deferrals, voluntary salary reduction contributions, or non-elective contributions with any other employer.

I do participate in another employer’s 403(b), 401(k), SIMPLE IRA/401(k), or Salary Reduction SEP. The following information pertains to all of my other employers for the current calendar year: Includible Earnings \$_____; Elective Deferrals and/or salary reduction contributions to a Roth 403(b) or Roth 401(k) plan \$_____; Non-elective Contributions \$_____.

Part 4. Agreement

By signing this Agreement the Employee named above elects to become a participant of the Baldwin-Woodville Area School District 403(b) Plan and agrees to be bound by all the terms and conditions of the plan. By executing this Agreement the Employee agrees to modify his/her compensation as indicated above and have that amount remitted as an elective deferral and/or as a salary reduction contribution to the Roth 403(b) option, if permitted in the plan, to the annuity or custodial accounts selected by the Employee. It is intended that the requirements of all applicable state or federal income 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 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 paid or available in accordance with the District's administrative procedures.

Employee further agrees:

- 1) He/She is responsible for providing accurate and necessary information to the District at the time of initial enrollment and later if there are any changes in any information necessary or advisable for the District to administer the plan.
- 2) He/She is responsible for determining that the salary reduction amount does not exceed the limits set forth in applicable law.
- 3) Employer has no liability for any losses suffered by Employee that results from his/her participation in the 403(b) program.
- 4) Employee acknowledges that District has made no representation to Employee regarding the advisability, appropriateness or tax consequences of the purchase of the 403(b) program.
- 5) ***Employee agrees District shall have no liability whatsoever for any and all losses suffered by Employee with regard to his/her selection of the annuity and/or custodial account.***
- 6) Nothing herein shall affect the terms of employment between District and Employee.
- 7) This agreement supersedes all prior salary reduction agreements and shall automatically terminate if Employee's employment is terminated.

Additional Information:

- 1) Employer does not choose the annuity contract(s) or custodial account(s) in which contributions are invested.
- 2) Employee is responsible for setting up and signing the legal documents to establish an annuity contract or custodial account with an approved vendor.
- 3) Employee is responsible for naming a death beneficiary under the annuity contracts or custodial accounts. This is normally done at the time the contract or account is established. Beneficiary designations should be reviewed periodically.
- 4) Employee is responsible for all distributions and any other transactions with vendor. All rights under annuity contracts or custodial accounts are enforceable solely by Employee, Employee beneficiary or Employee's authorized representative. Employee must deal directly with the vendor to make transfers, begin regular distributions, or any other transactions.

Part 5: Employee Signature

I certify that I have read this complete Agreement and provided the information necessary for the District to administer the plan and that my salary reductions will not exceed the elective deferral or contribution limits as determined by Applicable Law. I understand my responsibilities as an Employee under this Program, and I request that District take the action specified in this agreement. I understand that all rights under the annuity or custodial account established by me under the 403(b) program are enforceable solely by me, my beneficiary or my authorized representative.

Employee Signature: _____

Date: _____

Part 6: District Signature

District hereby agrees to this Salary Reduction Agreement:

Signature of District Representative: _____

Title: _____

Date: _____