



## **403(b) Salary Reduction Agreement**

### **Participant Instructions**

The Salary Reduction Agreement (SRA) is used to establish, change, or cancel salary reductions withheld from your paycheck and contributed to the 403(b) and/or 457(b) Plan on your behalf. The SRA is also used to change the investment providers that receive your contributions. Upon completion, fax or mail a copy of the form to National Benefit Services, LLC. Please note that this form is not valid unless all applicable sections are completed and you have signed the form. If you have questions regarding this form, please call 1-800-274-0503 ext. 504.

**Upon completion, fax (1-800-597-8206), email, or mail a copy of the form to National Benefit Services, LLC. Please, submit the original to your Benefits Office.**

Salary Reduction Agreements must be returned to the San Juan Unified School District Benefits Office by the 5<sup>th</sup> of the month and to National Benefit Services by the 1<sup>st</sup> of the month in order to be effective that month. Salary Reduction Agreements received after the above listed deadlines are not guaranteed to be processed for the following pay date.

### **Important Information**

The Employee agrees to indemnify and hold the Employer and National Benefit Services, LLC (NBS) harmless against any and all actions, claims, and demands that may arise from the purchase of annuities or custodial accounts in this 403(b) Plan. The Employee acknowledges that neither the Employer nor NBS have made representation to the Employee regarding the advisability, appropriateness, or tax consequences of the purchase of the annuity and/or custodial accounts. The Employee agrees that neither the Employer nor NBS shall have any liability for any and all losses suffered by the Employee with regard to his/her selection of the annuity and/or custodial account; its terms; the selection of the insurance company or regulated investment company; the solvency of, operation of, or benefits provided by said insurance company or regulated investment company; or his/her selection and purchase of shares of regulated investment companies.

The Employer reserves the right to alter terms of this Agreement as required to facilitate program compliance with state and federal law.

The Employer does not choose the annuity contract or custodial account in which the Employee's contributions are invested.

The Employee is responsible for setting up and signing the legal documents to establish the annuity contract or custodial account.

In order for the Employee to receive the expected tax results, the annuity contract or custodial account established must meet the requirements of Section 403(b) of the Internal Revenue Code. It is solely the Employee's responsibility to establish the proper type of contract or account for this purpose.

The Employee is responsible for naming a death beneficiary under the annuity contract or custodial account. This is normally done at the time the contract or account is established, although the designation should be reviewed from time to time.

The Employee is responsible for investment decisions, distributions, and any other transactions with the insurance company or investment company and shall have total responsibility for all distributions and any resulting tax consequences. All rights under the contract or account are enforceable solely by the Employee, the Employee's beneficiary, or the Employee's authorized representative.

The insurance or investment company may be required to receive approval from the Employer or National Benefit Services, LLC, prior to executing certain transactions including loans, hardships, distributions, or transfers (as permitted by the Plan).

The Employee understands that information contained in this Agreement and other non-public information may be shared with the Employer's designated third-party administrator in conjunction with the operation of the 403(b) Plan.

Retain a copy of this form for your records.

Please see District "Employee Financial Opportunities" document located on the benefit page for 403(b) and 457 (b) contribution limits. Limits are calculated on a calendar year basis and are subject to change yearly, based on the IRS.

# 403(b) Salary Reduction Agreement



## 1 Personal Information

Participant Name \_\_\_\_\_ Employer Name \_\_\_\_\_

Participant Mailing Address, City, State, Zip Code \_\_\_\_\_ Phone Number \_\_\_\_\_

Date of Birth \_\_\_\_\_ Date of Hire \_\_\_\_\_ Email Address \_\_\_\_\_ Social Security Number (required) \_\_\_\_\_

## 2 Salary Reduction

Number of deductions per year:  10  11  12  Other (if not checked 12 deductions will be default)  
 Total Yearly Contribution Amount \_\_\_\_\_ Please see current year's limits.

The Salary Reduction Agreement (SRA) is to be used to establish, change, or cancel salary reduction withheld from your paycheck and contributed to the 403(b) plan on your behalf. To change, begin, or cancel contributions, enter your desired amount(s) and investment provider(s). **This SRA will cancel and replace any previously submitted SRA. You must list all new and existing deductions on this SRA form or they will be cancelled.** The salary reductions identified in the space below will be the only deductions performed starting on the Effective Date. This is based on calendar year, not fiscal year.

Investment Provider Name*	Monthly Dollar Amount	Type of Deferrals			Requested Action		Effective Date**
		Pre-Tax 403(b)	Roth 403(b)	Other	<input type="checkbox"/> New <input type="checkbox"/> Change	<input type="checkbox"/> Existing <input type="checkbox"/> Cancel	
_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> New <input type="checkbox"/> Change	<input type="checkbox"/> Existing <input type="checkbox"/> Cancel	_____
_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> New <input type="checkbox"/> Change	<input type="checkbox"/> Existing <input type="checkbox"/> Cancel	_____
_____	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> New <input type="checkbox"/> Change	<input type="checkbox"/> Existing <input type="checkbox"/> Cancel	_____

Total Monthly Contributions \_\_\_\_\_

\*Please Note: Certain investment providers may not pay the administration fee. **If you select an investment provider that does not pay the administration fee, the fee will be deducted and paid from your salary reduction amount.** Please refer to the approved vendor list at [www.nbsbenefits.com/403b](http://www.nbsbenefits.com/403b) for a current listing of providers that have agreed to pay the fee.

\*\*Please make the SRA due date for your district the effective date. Any other date will defer to the next calendar SRA date.

## 3 Financial Advisor/Agent Information

Financial Advisor/Agent Name \_\_\_\_\_ Financial Advisor/Agent Phone Number \_\_\_\_\_

Financial Advisor/Agent Email Address \_\_\_\_\_ Financial Advisor/Agent Fax Number \_\_\_\_\_

## 4 Employee Approval

I understand and agree to the following:

1. This Salary Reduction Agreement (Agreement) is an agreement between me and my employer that I have entered into voluntarily.
2. This Agreement supersedes and replaces all prior Salary Reduction Agreements.
3. The Agreement is legally binding and irrevocable with respect to amounts paid or available while this agreement is in effect.
4. The Agreement may be terminated or modified at any time for amounts not yet paid or available.
5. Nothing herein shall affect the terms of my employment with the Employer.
6. This Agreement shall automatically terminate if my employment is terminated.
7. If the Salary Reduction Agreement is received less than 5 business days prior to the SRA due date, it is not guaranteed to be processed for that SRA due date.

I authorize the automatic cancellation of this Salary Reduction Agreement in the event of any of the following: (1) if either my employer or National Benefit Services, LLC (my employer's third-party administrator) believe additional contributions will cause me to exceed limits under Code Section 415 or 402(g), (2) if I take a hardship distribution, if available, or (3) if I take an unforeseeable emergency distribution, if available.

I have read and understand the information contained on page 1 of this Agreement. I understand that by making this application the release of my confidential information to third parties may occur as necessary to administer the Plan in accordance with the Internal Revenue Code.

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_