



Fringe Benefits Consortium

## **403(b) and/or 457(b) Salary Reduction Agreement**

### **Participant Instructions**

The Salary Reduction Agreement (SRA) is to be 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.

**Upon completion, submit the original form to your benefit office 619-388-6587 and submit a copy to National Benefit Services by fax at 1-800-597-8206 or by email to [FBCsupport@nbsbenefits.com](mailto:FBCsupport@nbsbenefits.com)**

### **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 whatsoever that may arise from the purchase of annuities or custodial accounts in this 403(b) and/or 457(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 whatsoever 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 Employee is responsible for setting up and signing the legal documents to establish the annuity contract or custodial account.**

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.

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) and/or 457(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 taxation 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) and/or 457(b) Plan.

Retain a copy of the Salary Reduction Agreement form for your records this page is for information only.

I understand that as compensation for general plan administration and compliance services, National Benefit Services, LLC receives \$1.50 per month for each employee with an account balance in the plan. This fee is invoiced to the employee's investment provider(s).

# Salary Reduction Agreement 403(b) and/or 457(b)



**Instruction** The Salary Reduction Agreement is to be used to establish or change with your employer the dollar amount that you want to have deducted from your paycheck as contributions to your selected investment company(s). **THIS AGREEMENT SUPERSEDES ALL PRIOR SALARY REDUCTION AGREEMENTS.**  
**Upon completion, SUBMIT THE ORIGINAL FORM TO YOUR BENEFIT OFFICE 619-388-6587 and submit a copy to National Benefit Services by fax at 1-800-597-8206 or by email to FBCsupport@nbsbenefits.com**

<b>Personal Information</b>	Participant Name	Social Security Number	
	School District (Employer)	Home Phone Number	
	Participant Mailing Address (Street)  (City, ST ZIP)	Email Address	Date of Birth

**Salary Reduction** 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) and/or 457(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.

**Purpose**

I want to **STOP ALL CONTRIBUTIONS** to my current provider(s) Effective Date \_\_\_\_\_

I want to **BEGIN CONTRIBUTIONS** or **RESUME CONTRIBUTIONS** Effective Date \_\_\_\_\_

I want to **CHANGE FUTURE CONTRIBUTION AMOUNTS** and/or **PROVIDER** Effective Date \_\_\_\_\_

**Pre-Tax 457(b)**  I hereby agree to reduce my eligible salary or wages on each pay period by \$ \_\_\_\_\_ and direct my Employer to contribute this amount on my behalf to the investments options I have selected under the Fringe Benefits Consortium Empower Retirement 457(b) account.

**Pre-Tax 403(b)**  I hereby agree to reduce my eligible salary or wages on each pay period by the amount specified below and direct my Employer to contribute this amount on my behalf to my 403(b) account(s) to the investment company(s) specified below:

Investment Provider Name	Code Number	Vin Number	Amount per Pay Period
			\$
			\$
			\$
			\$
<b>TOTAL</b>			\$

**Roth 403(b)**  I hereby agree to reduce my eligible salary or wages on an after tax basis each pay period by \$ \_\_\_\_\_ and direct my Employer to contribute this amount on my behalf to the investments options I have selected under the Fringe Benefits Consortium Empower Retirement Roth 403(b) account.

**Employee Approval**

I understand and agree to the following:

- This Salary Reduction Agreement (Agreement) is an agreement between me and my employer which I have entered into voluntarily.
- This Agreement supersedes and replaces all prior Salary Reduction Agreements.
- The Agreement is legally binding and irrevocable with respect to amounts paid or available while this agreement is in effect.
- The Agreement may be terminated or modified at any time for amounts not yet paid or available.
- Nothing herein shall affect the terms of employment between the Employer and myself.
- This Agreement shall automatically terminate if my employment is terminated.
- My salary reduction do not exceed contribution limits as determined by applicable law.
- I am responsible for notifying my Employer if I own more than 50% of another business and adopt a retirement plan for that business to ensure I have not exceeded the maximum contribution amount to all plans involved.
- Any contribution that exceeds the maximum contribution limit must be distributed from my Employer's 403(b) plan.

I authorize the automatic cancellation of this Salary Reduction Agreement in the event of any of the following: (1) if my employer believes additional contributions will cause me to exceed limits under Code Section 415 or 402(g), (2) if I take a hardship distribution, if available.

I have read and understand the information contained in 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.

I acknowledge that the vendors which I have elected to contribute to have an open account under my current employer. **NOTE: If no current account is established, your SRA may not be processed. (REQUIRED)**

<b>Employer Approval</b>	Employee Signature <b>X</b>	Date
	Approved by District	Keyed by