

Carroll County Public Schools
SALARY REDUCTION AGREEMENT
(457b – Deferred Compensation Plan)

Part 1. Employee Information:

Name: _____ ID#: _____ Cost Center/ Loc _____

Address: _____

Part 2. 457b - TSA DEDUCTION AUTHORIZATION

I hereby notify Carroll County Public Schools of my intention to enter into a contract with:

- Lincoln Financial Group
- Met-Life
- Security Benefit

Sales Agent/Representative's name: _____ phone #: _____.

I direct Carroll County Public Schools to reduce my bi-weekly pay by \$ _____ (Total amount).

Please check all appropriate boxes:

- I am not a current contributor. This is a new account.
- This amount represents an increase/decrease in my TSA deductions to the TSA Company listed above.
- Please terminate my account with _____ and begin deductions with the TSA company listed above.
- Please terminate my TSA contributions with _____.
- I am eligible for and wish to participate in the catch-up provision. **Your 457b Vendor must provide the necessary calculation to initiate this Catch-Up amount.**

Part 3. Agreement

The above named Employee elects to become a participant of the Employer's 457(b) Plan and agrees to be bound by all the terms and conditions of the plan. By executing this agreement, Employee authorizes Employer to reduce his or her compensation and have that amount contributed as an elective deferral and/or as a salary reduction, on his or her behalf into the annuity or custodial accounts as selected by Employee. It is intended that the requirements of all applicable state or federal income tax rules and regulations will be met. Employee understands and agrees to the following:

- 1) This Salary Reduction Agreement is legally binding and irrevocable with respect to amounts paid or available while this agreement is in effect;
- 2) This Salary Reduction Agreement 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; and
- 3) This Salary Reduction Agreement may be changed with respect to amounts not yet paid or available in accordance with Employer's administrative procedures.

Employee is responsible for providing the necessary information at the time of initial enrollment and later if there are any changes in any information necessary or advisable for Employer to administer the plan. Employee is responsible for determining that the salary reduction amount does not exceed the limits set forth in applicable law. Furthermore, Employee agrees to indemnify and hold Employer harmless against any and all actions, claims, and demands whatsoever that may arise from the purchase of annuities or custodial accounts. Employee

acknowledges that Employer has made no representation to Employee regarding the advisability, appropriateness, or tax consequences of the purchase of the annuity and/or custodial account described herein. Employee agrees Employer 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. Nothing herein shall affect the terms of employment between Employer and Employee. This agreement supersedes all prior salary reduction agreements with the selected vendor and shall automatically terminate if Employee's employment is terminated.

Employee is responsible for setting up and signing the legal documents to establish an annuity contract or custodial account. However, in certain group annuity contracts, Employer is required to establish the contract.

Employee is responsible for naming a death beneficiary under annuity contracts or custodial accounts. Employee acknowledges that this is normally done at the time the contract or account is established and reviewed periodically.

Employee is responsible for all distributions and any other transactions with Vendor. All rights under contracts or accounts are enforceable solely by Employee, Employee beneficiary, or Employee's authorized representative. Employee must deal directly with Vendor to make loans, transfers, apply for hardship distributions, begin regular distributions, or any other transactions.

Part 4. Employee Signature

I certify that I have read this complete agreement and provided the information necessary for Employer 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 Employer take the action specified in this agreement. I understand that all rights under the annuity or custodial account established by me under the Program are enforceable solely by my beneficiary, my authorized representative or me.

Employee Signature: _____ Date: _____

For Sales Agent/Representative Completion

Part 5. Acknowledgment and Representation of Sales Agent/Representative

I agree to comply with all pertinent written directives regarding the solicitation of Employees. I have reviewed the contribution limit with Employee and will provide a Catch-Up contribution calculation attached to this form as required for each Employee who initiates or modifies contributions to a 457(b) program. Furthermore, I agree to indemnify and hold harmless the Employer, its representatives, employees, any individual member of the governing board and the Employee participating in the 457(b) Program against any claims based on an error in the limit calculation, 415 or 402(g) limit, I provided, except where the error is based upon erroneous information provided by the Employer, its representatives, or the Employee.

Sales Agent/Representative Signature: _____ Title: _____

Date: _____

Part 6. Employer Signature

Employer Signature: _____ Title: _____ Date: _____
