

School District of DeSoto County, Florida
Payroll Reduction Authorization for 403(b) Annuity
Contract or 403(b)(7) Custodial Account

Name of Company _____

Employee Name	Social Security Number
Work Location	Position

Original Agreement

With respect to services rendered by the Employee hereafter, the Employer and the Employee hereby agree the Employee's compensation for such services shall be reduced by:

- Equal amounts of \$ _____ per pay period beginning the _____, 20__ pay period (not to exceed 24 pays per year).
- Amounts equal to _____ % of compensation per pay period beginning the _____, 20__ pay period (not to exceed 24 pays per year).

The amount elected above shall result in a total ANNUAL REDUCTION not to exceed the maximum allowable contribution calculation. The Employer agrees that it will remit the amount of such reduction for the 403(b) Tax Deferred Annuity or 403(b)(7) custodial account offered by the Company listed above. The employee understands that he/she may only contribute to one Company or Fund per pay period.

Amendment Agreement - Type of Change Desired (maximum of 4 times per year)

- Increase from \$ _____ per pay period to \$ _____ beginning the _____, 20__ pay period.
- Decrease from \$ _____ per pay period to \$ _____ beginning the _____, 20__ pay period.
- Change to _____ % of compensation per pay period beginning the _____, 20__ pay period.
- Suspend Name of Company _____
 Effective Date of Suspension _____, 20__

I have read the above and understand the proposed change. I hereby request that such change be effected. I realize that if the change results in decrease or elimination of reduction under the 403(b) T.S.A. program, that this reduction or elimination cannot be "made up" in the future unless it falls within the allowable limit for that year.

Terminal Pay at Retirement or Termination

One-time reduction from Terminal Pay \$ _____
Total from Terminal Pay

The employee expressly understands and agrees that if the amount requested above is more than the amount due to the employee (less applicable taxes), no reduction will be made and the entire amount will be paid to the employee.

This Agreement shall be legally binding and irrevocable with respect to amounts earned while the Agreement is in effect, and any termination of this Agreement shall be effective only with respect to amounts not yet earned at the time of said termination. It is provided that this reduction does not exceed the employee's statutory limit under Section 402(g) or the limitation of Section 415 of the Internal Revenue Code. This limits the total allowable salary reduction to all Companies to which salary reduction contributions can be made. It is understood that the amount specified will be forwarded to the Company listed above, provided that the employee has sufficient earnings during the immediately preceding pay period to accommodate the requested reduction. In the event that the calculations provided by the District are lower than the calculations provided by the company / representative, the District's calculation shall prevail.

I hereby authorize my employer to reduce or suspend any contributions established by this agreement, if in its opinion, the total annual contributions would exceed my Maximum Allowable Contribution in any calendar year.

The Employee is responsible for the accuracy of the excludable amounts stated in this Agreement. Any overstatement of the amounts excludable as a salary reduction in this agreement, or any other violation of the requirement of Section 403(b) could result in additional taxes, interests, and penalties to the Employee.

It is the intent of the parties that the non-forfeitable retirement deferred annuity or custodial contract pursuant to this Agreement shall qualify for the Federal Income Tax benefits provided for in Section 403(b) of the Internal Revenue Code of 1986, as amended. **Any change to this Agreement must be in writing to the Employer and becomes effective upon the execution of this Agreement by Employee and Employer.**

The Employee agrees to hold harmless and indemnify the Board, its Employees, Agents or Assigns and further agrees not to institute any action in a Court of Law or before any Administrative Body against the Board, its Employees, Agents, or Assigns due to any damage loss or denial of tax advantage or income tax deferral arising from or caused by application of this Agreement.

This Agreement may be terminated by either the Employer or Employee upon thirty (30) days notice to the Company and to the Employer or Employee as applicable.

Effective Date of this Agreement _____, 20__.

REPRESENTATIVE AGENT OF RECORD

School District of DeSoto County, Florida

EMPLOYEE

Dated _____, 20__

EMPLOYER

By: _____