

403(b) Salary Amendment Agreement

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The Salary Amendment Agreement is used to establish, change, or cancel elective deferrals withheld from your paycheck and contributed to an account within the employer-sponsored 403(b) Plan on your behalf. This completed and signed Salary Amendment Agreement is to be used only for the 403(b) plan offered by **San Joaquin COE (Manteca Unified School District)** (hereinafter referred to as 'Employer').

Employee Information	Employee Name		Social Security Number
	Employee Street Address		
	Email Address		Home Phone
	Date of Birth	Date of Hire	Work Phone

Contribution Information	Pre-tax 403(b) Contributions	After-tax (Roth) 403(b) Contribution
	<input type="checkbox"/> BEGIN contributions to a <i>pre-tax</i> 403(b) account <input type="checkbox"/> CHANGE contributions to a <i>pre-tax</i> 403(b) account <input type="checkbox"/> CANCEL all contributions to a <i>pre-tax</i> 403(b) account	<input type="checkbox"/> BEGIN contributions to a <i>Roth</i> 403(b) account <input type="checkbox"/> CHANGE contributions to a <i>Roth</i> 403(b) account <input type="checkbox"/> CANCEL all contributions to a <i>Roth</i> 403(b) account
<p><i>Effective Date:</i> This salary amendment will go into effect as soon as administratively feasible but no later than the month following the date of submission and acceptance.</p>		

Investment Provider Information	Investment Provider Name	403bcompare.com Number*	Contribution \$ Amount	Account Number †
		#	\$	#
		#	\$	#
		#	\$	#
	<p>Total contribution amount each payroll cycle: \$ _____</p> <p><i>*New 403(b) accounts must have a 403bcompare.com number listed †No amount will be deducted unless the full amount can be deducted. †403(b) account must be established PRIOR to submitting a Salary Amendment Agreement to your Employer</i></p>			

Financial Advisor Information	Advisor Name		Advisor Phone
	Email Address	Firm Name	

Employee Approval	<p>I understand and agree to the following:</p> <ul style="list-style-type: none"> This Salary Amendment Agreement is an agreement between me and my Employer which I have entered into voluntarily. This Agreement supersedes all prior 403(b) Salary Amendment Agreements and will automatically terminate if my employment is terminated. This Agreement is legally binding and irrevocable with respect to amounts paid or available while this agreement is in effect. This Agreement may be terminated at any time for amounts not yet paid or available, and that a termination request is permanent. This Agreement may be changed with respect to amounts not yet paid or available. <p>I understand that I may not contribute an amount which will exceed the annual deferral limits under Code Section 415 or permit excess elective deferrals under Code Section 402(g). I also understand that I may not make any elective deferrals to a 403b or 457 accounts for six months following a hardship distribution. If, based on information held by my employer or the plan administrator (Tax Deferred Solutions/TDS), either my employer or TDS believes additional contributions will cause me to exceed limits under Code Section 415 or 402(g) or contributions will cause a deferral within the 6 months restricted timeframe after a hardship distribution, I authorize the automatic cancellation of this Salary Amendment Agreement. In the event this Salary Amendment Agreement is automatically cancelled for excess contribution limits or a hardship distribution restriction, I understand the cancellation does not terminate the Agreement permanently, and contributions will resume as soon as allowed by law and administratively feasible.</p> <p>I understand that TDS, the plan administrator, charges each Investment Provider an administration fee of \$3.00 per month for each Investment Account administered in the Plan. In the event the Investment Provider selected above does not agree to pay the administration fee, I authorize and direct employer to deduct the administration fee directly from my paycheck each month through an after-tax payroll deduction.</p> <p>I have read and understand all information contained on page 2 of this Agreement</p>	
	Employee Signature: X	Date:

Employer Authorization	Employer Acceptance (Signature): X	Date:
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Important Information

The Employee is solely responsible for the completion of all documents to establish the annuity contract or custodial account which must be established prior to the submission of this Agreement.

Employee acknowledges that they have received Employer's list of approved providers and understands that participation in the 403(b) plan with some providers will result in a \$3.00 fee to Employee each month. In the event Employee selects a provider that does not cover the cost of administration as listed in the Employer's list of approved providers, Employee authorizes and directs Employer to deduct the administration fee directly from their paycheck through an after-tax payroll deduction.

Employee acknowledges that neither the Employer nor Tax Deferred Solutions (TDS) has made any representation regarding the advisability, appropriateness or tax consequences of the investment, distribution or any other transaction related to the 403(b) plan.

Participation in a 403(b) Plan is voluntary and the Employee agrees to hold harmless and indemnify the Employer and Tax Deferred Solutions against any and all actions, claims, and demands that may arise from the purchase of annuities or custodial accounts within the 403(b) Plan.

Employee understands and agrees that Employee is responsible for determining that annual salary reduction contributions to all elective deferral plans do not exceed the limits of the Applicable Law.

Neither the Employer nor TDS 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 Investment Provider; the solvency of, operation of, or benefits provided by said Investment Provider; or his/her selection and purchase of annuity contracts and/or shares of regulated investments from an Investment Provider.

It is understood by the Employee that the Employer is authorized to utilize the services of a Plan Administrator at the discretion of the Employer, and as such, the Employer may direct the amount of salary reduction/deduction from the Employee to the Plan Administrator with the intent of having the Plan Administrator distribute such funds to the designated Investment Providers.

Employers are responsible for all distributions and any other transactions with the Investment Providers. All rights under the annuity contracts or custodial accounts are enforceable solely by Employee, Employee's beneficiary or Employee's authorized representative. However, Employer has certain responsibilities under the 403(b) Plan with respect to the integrity of the transactions for the Plan and may require an authorized representative from Employer to approve any requested transactions by Employees. Employee must cooperate directly with any Investment Provider or Employer representative, as directed by Employer to exchange contract(s) or custodial account(s) to another vendor, make distributions, request loans, exchanges or otherwise access 403(b) Plan assets.

By submitting this Agreement, the release of confidential information to third parties including Investment Providers, Plan Administrators and their representatives may occur as necessary to administer the Plan in accordance with applicable State and Federal law.

Employer reserves the right to alter the terms of this Agreement as required to facilitate Plan compliance with State and Federal law.

Instruction

Please review this form carefully and once completed and signed, please submit the original form to your payroll office for processing.

For questions on how to complete this form you may contact your Employer, or Tax Deferred Solutions at:

Tax Deferred Solutions
6939 Sunrise Blvd, Suite 250
Citrus Heights, CA 95610

866.446.1072 – toll free

916.723.3994 – fax

planadministrator@tdsgroup.org – email