

# Washakie County School District No. 1

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## Salary Reduction Agreement 403(b)(1) and 403(b)(7) Programs

### Important Notice:

**Before you sign:** Read the important information on all four pages of this form. Attach supporting calculations with this Salary Reduction Agreement if:

- 1) You are making additional contributions under the age 50+ catch up (IRC 414(v)).
- 2) Salary reduction contributions are being directed by you to another type of elective deferral plan (such as a 401(k) plan, a SAR SEP, a SIMPLE plan, or the 403(b) plan of another employer).
- 3) The Employer is making non-salary reduction contributions on your behalf to the 403(b) plan.

You must also submit an *annual* calculation in support of your ongoing contributions to the 403(b) plan no later than November 1 in any year in which any of the situations listed in items 1-4 exist.

### Part 1: Employee Information

Employee Name:	
Employee Social Security Number:	
Employee Address:	



**An Equal Opportunity Employer**  
The State of Wyoming provides Hathaway Merit and Need Scholarships to Wyoming students attending the University of Wyoming and Wyoming community colleges. Every Wyoming Student who meets the merit requirements can earn a Hathaway Merit Scholarship. Contact your school counselor for more information.

**Part 2: Contribution Information (Check and complete all that apply)**

- Initiate new salary reduction agreement

Reduce the compensation I receive each regular pay period by the following amount and contribute that amount to my 403b Service Provider as listed:

Dollar Amount	or	Percentage	Start Date:
Service Provider:			

- Change of previous salary reduction amount

Please change the amount of salary reduction for my 403b account as follows:

Old Amount (Percentage)	New Amount (Percentage)

- Change of Service Provider

Please change my Service Provider:

Old Provider	New Provider

- Discontinue salary reduction:

Please discontinue my 403(b) salary reduction \_\_\_\_\_ (employee initials)

- Calculations are attached to support the following:

- Age 50+ catch up contribution
- For other elective deferral contributions made with:
  - This Employer or Another Employer
- For the combination of employer contributions and salary reduction contributions to the 403(b) Plan.

**Part 3. Service Providers (Complete if you use Multiple Service Providers):**

My salary reduction contributions are to be directed to the following Service Providers in the Dollar amounts or percentages as listed:

	Dollar Amount or %	Service Provider
1.		
2.		

## Part 4. Agreement

The above named Employee agrees to modify his/her salary as indicated above. Employer agrees to remit this amount on Employee's behalf into the annuity contracts or custodial accounts selected by Employee from the approved Service Providers of Employer. It is intended that the requirements of all applicable state or federal income tax rules and regulations (Applicable Law) will be met. The 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; and
- 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 determining that the salary reduction amount does not exceed the limits as set forth in Applicable Law. Furthermore, Employee agrees to indemnify and hold Employer harmless against any and all actions, claim and demands whatsoever that may arise from the purchase of annuities or custodial accounts for Employees in amounts in excess of contribution limits as defined under Applicable Law *except* where the calculations in support of the eligible contribution limits were calculated by Service Provider based on *accurate information provided by Employee.*

Employee acknowledges that Employer has made no representation to Employee regarding the advisability, appropriateness or tax consequences of the purchase of the annuity(ies) and/or custodial account(s) 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 or custodial accounts; its terms; the selection of the insurance company or regulated investment company stock; the financial condition, 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. Nothing herein shall affect the terms of employment between Employer and Employee. This Agreement supersedes all prior salary reduction agreements and shall automatically terminate if Employee's employment is terminated.

### Important Information

1. Employer does not choose the annuity contract(s) or custodial account(s) in which your contributions are invested.
2. Employees are responsible for setting up and signing the legal documents to establish your annuity contract(s) or custodial account(s). However, in certain annuity group annuity contracts, the Employer is required to establish the contract.
3. In order to receive the expected tax results, Employees are responsible for naming a death beneficiary under the annuity contracts or custodial account. This is normally done at the time the contract or account is established. Beneficiary designations should be reviewed periodically.
4. Transfer of funds will only be allowed to other Service Provider who have entered into an information sharing agreement with Washakie County School District No. 1.
5. Employees are responsible for all distributions and any other transactions with Service Provider *with the single exception of distributions that are required by the Internal Revenue Service as a condition of an IRS audit that results in a negotiated closing agreement, or the Employer's utilization of any IRS Correction Program.* All rights under contracts or accounts are enforceable solely by Employee, Employee beneficiary or Employee's legally authorized representative. Employee must deal directly with Service Provider to make loans, transfer to different contracts or custodial accounts, begin distributions, or for any other transaction.
6. Employees are responsible for determining that salary reductions do not exceed the allowable contribution limits under Applicable Law, and, as a result, are encouraged to have calculations performed by the chosen Service Provider(s).

**Part 5. Employee Signature**

I certify that I have read this complete agreement and that my salary reductions do not exceed contribution limits as determined under Applicable Law. I understand my responsibilities as an Employee who has voluntarily elected to participate in the Employer's 403(b) program. 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 this Program are enforceable solely by me, my beneficiary or my legally-authorized representative.

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

**Part 6. Acknowledgement and Representation of Financial Advisor:**

(Completion only necessary if using a financial advisor)

I agree to comply with all pertinent written directives regarding the solicitation of Employees, and further agree to provide contribution calculations for each Employee who elects to utilize catch up contributions (under the 15-year of service increased limit, or the age 50+ catch up contribution, or both), and for each employee that I am aware of who participates in another IRC 402(g) elective deferral plan, or for whom employer contributions are made to this 403(b) program; provided the affected employees request that I do so.

I further agree to indemnify the Employer, any individual member of the governing board, and the Employee for whom calculations are done by me against any claims based on an error in the calculations that I provided, except when the error is due to erroneous or incomplete information provided by the affected Employee or the Employer.

Print Agent Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

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

**Part 7. Employer Signature**

Employer hereby agrees to this Salary Reduction Agreement:

Employer Signature \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_