

**403(b) Salary Amendment Agreement**

Page 1 of 2



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 Orcutt Union School District (hereinafter referred to as 'Employer').

<b>Employee Information</b>	Employee Name		Social Security Number	
	Employee Street Address		<input type="checkbox"/> 10 Pay	<input type="checkbox"/> 11 Pay
	Email Address		<input type="checkbox"/> 12 Pay	
	Date of Birth		Date of Hire	
		Home Phone		
		Work Phone		

**Contribution Information**

I wish to BEGIN contributions to a *pre-tax* 403(b) account

I wish to CHANGE contributions to a *pre-tax* 403(b) account

I wish to CANCEL all contributions to a *pre-tax* 403(b) account

*Effective Date: This salary amendment will go into effect as soon as administratively feasible but no later than the first day of the month following the date of submission and acceptance (e.g. If the form is received in May, contributions may begin no later than June). The first payroll in the month following the submission and acceptance of this form is deemed the effective date.*

<b>Investment Provider Information</b>	Investment Provider Name	403bcompare.com Number*	Contribution \$ Amount	Account Number †
		#	\$	

*\*New 403(b) accounts must have a 403bcompare.com number listed*

*†403(b) account must be established PRIOR to submitting a Salary Amendment Agreement to your Employer*

For contributions to multiple investment providers, multiple 403(b) Salary Amendment Agreement forms must be completed and submitted.

<b>Financial Advisor Information</b>	Advisor Name	Advisor Phone
	Email Address	Firm Name

**Employee Approval**

I understand and agree to the following:

- 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.

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). 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), I authorize the automatic cancellation of this Salary Amendment Agreement. In the event this Salary Amendment Agreement is automatically cancelled for excess contribution limits, I understand the cancellation of this Agreement due to exceeding verifiable contribution limits does not terminate the Agreement permanently, and contributions will resume as soon as administratively feasible.

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.

I have read and understand all information contained on page 2 of this Agreement

<b>Employer Authorization</b>	Employee Signature:	Date:
	X	
	Employer Acceptance (Signature):	Date:
	X	

**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.

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](mailto:planadministrator@tdsgroup.org) – email

**Orcutt Union School District  
Investment Provider Listing**



Below is a list of the approved Investment Providers for the Employer's 403(b) Plan.

The Salary Amendment Agreement can be found following the Investment Provider Listing.

403bcompare Code	Investment Provider/Vendor Name	No Monthly Fee	\$3 Monthly Fee (through payroll deduction)
1164	American Century Investments		X
1062	American Fidelity Assurance Company	X	
1057	American Funds Distributors, Inc. (AFD)		X
1128	American United Life (AUL), a OneAmerica Financial Partner		X
1035	Americo Financial Life and Annuity Insurance Company	X	
1041	Ameriprise Financial Inc.	X	
1027	Ameritas Life Insurance Corp	X	
1096	Annuity Investors Life Insurance Company	X	
1021	Aviva Life and Annuity Company*	X	
1067	AXA Equitable Life Insurance Company	X	
1097	CalSTRS		X
1184	Cambridge Investment Research/M&I Trust		X
1018	Commonwealth Annuity and Life Insurance Company	X	
1104	CUSO Financial Services, L.P. (CFS)		X
1133	Fidelity Investments		X
1077	First Investors Corporation	X	
1025	Franklin Templeton Investments		X
1148	FTJ FundChoice, LLC		X
1092	Great American Life Insurance Company	X	
1197	Great Southern Life Insurance Company	X	
1084	Great-West Life & Annuity Insurance Co.	X	
1113	GWN Securities, Inc	X	
1014	Horace Mann Companies	X	
1135	Industrial-Alliance Pacific Life Insurance Company, US Branch	X	
1059	ING – ReliaStar Life Insurance Company	X	
1060	ING Life Insurance & Annuity Company	X	
1108	Jackson National Life Insurance Company		X
1052	Legend Group; The	X	
1036	Life Insurance Company of the Southwest	X	
1068	Lincoln Investment Planning, Inc.	X	
1029	Lincoln National Life Insurance Company (Lincoln Financial Group), The	X	
1074	MassMutual, through its subsidiary, C.M. Life Insurance Company	X	
1073	MetLife Insurance Company of Connecticut	X	
1024	Metropolitan Life Insurance Co/MetLife/MetLife Resources	X	
1043	Midland National	X	
1015	Modern Woodmen of America	X	
1188	National Health Insurance Company (NHIC)	X	
1083	New York Life Insurance & Annuity Corp	X	
1472	North American Company for Life and Health	X	
1121	Oppenheimer Funds Distributor, Inc	X	
1130	Pacific Life Insurance Company		X
1030	PFS Investments Inc	X	
1127	PlanMember Services Corp	X	
1179	Principal Funds Distributor, Inc. (PFD)		X
1145	Putnam Investments	X	
1174	RSG Securities/Benefit Trust Company		X
1022	Security Benefit	X	
1087	Symetra Life Insurance Company	X	
1005	T. Rowe Price		X
1038	Thrivent Financial for Lutherans	X	
1066	Thrivent Investment Management Inc.	X	
1023	TIAA-CREF (Teachers Insurance & Annuity Association of America)		X
1413	Transamerica Financial Life Insurance Company*	X	
1076	Transamerica Fund Services, Inc.		X

1160	Transamerica Life Insurance Company	X	
1090	United Teacher Associates Insurance Company	X	
1171	UNUM		X
1142	USAA Investment Management Company		X
1053	USAA Life Insurance Company		X
1117	VALIC		X
1102	Vanguard Group, The		X
1042	Waddell & Reed, Inc	X	
1162	Western National Life Insurance Company		X

**Monthly Fee**

A fee of \$3 per month for every month of participation is charged to each vendor by the employer’s third party administrator to cover the costs of administering the employer’s 403(b) plan. Many vendors have agreed to pay this fee and not pass it along to participants. Other vendors will require that the fee be paid by the participant; participant payments are completed through an after-tax payroll deduction.

**Investment Information**

Please consult with your financial advisor regarding your investment options. Investment information and comparisons are available at [www.403bcompare.com](http://www.403bcompare.com).

*\* This company is no longer accepting new 403(b) contributions and therefore no fee will be assessed on the current accounts*

*† This company will pay a portion of the fee and will charge the participant’s account for the remainder of the fee*