

Santa Monica Malibu Unified School District
403(b) Salary Amendment Agreement



The Salary Amendment Agreement is used to establish, change, or cancel elective deferrals withheld from your paycheck either before tax or after tax 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 of **Santa Monica Malibu Unified School District**.

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 <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	After-tax (Roth) 403(b) Contribution <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
	<i>Effective Date:</i> 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.	

Investment Provider Information	Investment Provider Name	Contribution Type	403bcompare Number*	Contribution Amount	Account Number †
			<input type="checkbox"/> Pre-tax <input type="checkbox"/> After-tax	#	\$
		<input type="checkbox"/> Pre-tax <input type="checkbox"/> After-tax	#	\$	
		<input type="checkbox"/> Pre-tax <input type="checkbox"/> After-tax	#	\$	

*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

Total PRE-TAX contribution amount each **payroll cycle**: \$ _____

Total AFTER-TAX contribution amount each **payroll cycle**: \$ _____

Total **Annual Contribution** (pre-tax and after-tax totals combined): \$ _____

Financial Advisor Information	Advisor Name	Advisor Phone
	Email Address	Firm Name

Employee & Employer Authorization	I understand and agree to the following: <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. 	
	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 have read and understand all information contained on page 2 of this Agreement Employee Signature: X	Date:
Employer Acceptance (Signature): X	Date:	

403(b) Salary Amendment Agreement

<p>Important Information</p>	<p>The Employee is solely responsible for the completion of all documents to establish the annuity contract or custodial account which <u>must</u> be established prior to the submission of this Agreement.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>Employer reserves the right to alter the terms of this Agreement as required to facilitate Plan compliance with State and Federal law.</p>
<p>Instruction</p>	<p>Please review this form carefully and once completed and signed, please submit the form to your Employer's Plan Administrator, TDS. Submission and contact information is below:</p> <p style="text-align: right;"> Tax Deferred Solutions 6939 Sunrise Blvd, Suite 250 Citrus Heights, CA 95610 866.446.1072 – toll free 916.221.5040 – fax planadministrator@tdsgroup.org – email </p> <p>Please do NOT email forms to TDS unless they are sent securely. Please send the forms via fax or mail for submission.</p>