



# Yavapai College

## Section V: Employee Signature

I understand and agree that I am executing this Salary Reduction Agreement (the "Agreement") in consideration for the contributions made by the Employer on my behalf of such salary deferral amounts elected in the Agreement and/or any employer contribution (if applicable) to the 403(b) Retirement Plan, as adopted by the Employer and as amended from time to time pursuant to section 403(b) of the Internal Revenue Code of 1986 ("Code"), as amended (the "403(b) Plan").

I instruct the Employer to reduce my compensation by the salary deferral indicated in the Agreement for each payroll period beginning with the payroll date designated pursuant to the terms of the 403(b) Plan following the date of execution of the Agreement.

I further instruct the Employer to remit any salary deferral contributions to the vendor(s) / funding vehicle(s) indicated on the Agreement for the purchase of annuity contract(s) and/or custodial account(s) owned by me.

I understand that I am responsible for completing all account applications and signing all documents with the vendor(s) / funding vehicle(s) that I have selected on the Agreement in order to establish the annuity contract(s) and/or custodial account(s) in which my contributions will be invested under the 403(b) Plan.

I understand and acknowledge that contributions may not be made to the 403(b) Plan on my behalf until I have taken all actions to set up such annuity contract(s) and/or custodial account(s) under the 403(b) Plan.

I further authorize the Employer to disclose my Social Security Number, residential address, compensation amount and all other relevant information to the vendor(s) / funding vehicle(s) that I have selected for the purpose of properly administering the operational compliance of the 403(b) Plan.

I understand and agree that the Agreement applies only to eligible compensation received by me after the Agreement is in effect and is binding and irrevocable with respect to eligible compensation received by me while it is in effect.

I understand and agree that eligible compensation for the taxable year, for purposes of determining employer contributions (if applicable), is limited to \$200,000, as adjusted in accordance with Internal Revenue Service ("IRS") rules.

I understand and agree that a non-forfeitable annuity contract is to be purchased and/or custodial account is to be established at my request with the vendor(s) / funding vehicle(s) selected by me above under the 403(b) Plan.

I understand and agree that the Employer do not guarantee such annuity and/or the investment performance of such custodial account, and I acknowledge that the Employer have made no representation to me regarding the advisability, appropriateness or tax consequences of the purchase of such annuity and/or custodial account. I agree that the Employer have no liability whatsoever for any and all losses resulting from my selection of such annuity and/or custodial account.

I agree to indemnify and hold the Employer harmless against any and all actions, claims and demands whatsoever that may arise from the purchase of such annuity and/or custodial account.

I understand and agree that all contributions made on my behalf to the 403(b) Plan are subject to the terms of the 403(b) Plan, and I agree to be bound by all of the terms and conditions of the 403(b) Plan.

I understand and agree that the Agreement is legally binding and irrevocable with respect to amounts paid while it is in effect.

I understand and agree that I may terminate my salary deferral contributions authorized under the Agreement with respect to compensation not yet paid at any time by filing written notice with the Employer.

I understand and agree that the Agreement supersedes and nullifies any Salary Reduction Agreement previously executed by me.

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I understand that I may change my salary deferral contribution amount under the Agreement with respect to compensation not yet paid by execution of a new Salary Reduction Agreement, which will be effective beginning with the payroll date designated pursuant to the terms of the 403(b) Plan following the date of modification of the Agreement.

In the event that I have chosen to not make a salary deferral contribution to the 403(b) Plan at this time, I understand that I may elect at any time to make a salary deferral contribution to the 403(b) Plan with respect to compensation not yet paid by execution of a new Salary Reduction Agreement, which will be effective beginning with the payroll date designated pursuant to the terms of the 403(b) Plan following the date of execution of such Agreement.

I understand that the Agreement may not: (1) permit an amount of contribution which will exceed the limitation on annual additions under Code section 415 or (2) permit an aggregate amount of salary deferral contributions under the 403(b) Plan which, when added to elective deferrals and/or Roth 403(b) and Roth 401(k) contributions made on my behalf for a taxable year to any other 403(b) plan or any 401(k) plan or other plan which permits elective deferrals and/or Roth 403(b) or Roth 401(k) contributions, exceeds such limit as may be in effect for the year under Code section 402(g)(1).

I understand and agree that my salary deferral contributions to the 403(b) Plan may be reduced in order to avoid exceeding any statutory limitation, and I authorize the vendor(s) / funding vehicle(s) that I have selected, pursuant to instructions received the Employer to distribute to me or return to the Employer (as applicable) any contributions, including applicable earnings, to the 403(b) Plan that are identified as excess contributions which may be distributed or otherwise corrected pursuant to the provisions of the Code and related regulations and guidance and to distribute to me any other required distribution, including, but not limited to, required minimum distributions under Code section 401(a)(9) and involuntary distributions of small account balances to the extent permitted under the terms of the 403(b) Plan.

I understand and agree that I am responsible for determining that the amount of my annual salary deferral contributions do not exceed the limits on contributions noted in the previous paragraph.

I also understand that the Employer will provide to me, upon my request, any available information that is necessary to enable me to make these determinations.

I accept full responsibility for my salary deferral contribution amounts under the 403(b) Plan and hold harmless the Employer, and its delegates, and any vendor / funding vehicle in the event an error in calculations has been made.

In order for the Employer to properly administer the 403(b) Plan, I authorize the vendor(s) / funding vehicle(s) that I have selected to provide periodically, but no less than annually, to the Employer information regarding all transactions made with respect to my annuity contract(s) and/or custodial account(s) provided under the 403(b) Plan, including information with respect to all distributions, investment changes, contract exchanges and transfers made to me or on my behalf, including loans, hardship withdrawals, investment changes between vendor(s) / funding vehicle(s) receiving contributions, contract exchanges, transfers and eligible rollover distributions; distribution compliance reports; contract surrenders; salary deferral contributions or rollover contributions received by vendor(s) / funding vehicle(s); contributions applied toward incidental benefits; cumulative account balance totals; annual contribution compliance testing results; incidental compliance testing results; contractual terms, including providing copies of my annuity contract(s) and/or custodial agreement(s); my beneficiary designations under my annuity contract(s) and/or custodial agreement(s) and plan-level access via the secure website or other source of the vendor(s) / funding vehicle(s) to the account data for all 403(b) Plan participants.

Further, I authorize the vendor(s) / funding vehicle(s) that I have selected to provide to the Employer information requested by the Employer related to my contract(s) and/or account(s) in the event of an audit of the 403(b) Plan by the Internal Revenue Service, in the event of the Employer's self-correction or formal correction of defects in the 403(b) Plan and as is otherwise necessary to properly administer the operational compliance of the 403(b) Plan.

I understand and agree that, in the event I wish to request a rollover into the 403(b) Plan, loan, hardship withdrawal, distribution, investment change, contract exchange, plan transfer or any other transaction regarding the 403(b) Plan, I must first contact the Employer to obtain a pre-authorization of such transaction.

I further understand and agree that, after obtaining such pre-authorization from the Employer, I must also then contact the vendor(s) / funding vehicle(s) holding my annuity contract(s) / custodial account(s) to request such transaction.

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I understand and agree that any beneficiary designation made pursuant to my participation in the 403(b) Plan will be provided by me on a separate "Beneficiary Designation" form provided by the vendor(s) /funding vehicle(s) selected by me.

I understand and agree that the Agreement will remain in effect from the date of execution and until terminated in the manner provided herein.

I understand and agree the Employer may terminate the salary deferral contributions authorized under the Agreement at any time by terminating the 403(b) Plan and/or stopping contributions to the 403(b) Plan and delivering written notice of such to me and the termination will be effective beginning with the payroll date designated pursuant to the terms of the 403(b) Plan following the date of such termination.

I understand and agree that the salary deferral contributions authorized under the Agreement will terminate when I cease to be employed by the Employer.

I understand and agree that no provision of the Agreement will affect the right of the Employer to discharge me, with or without cause, nor will the Agreement affect the terms and conditions of any contract of employment between the Employer and me, except as provided in the Agreement.

By signing the Agreement, I certify that the information provided herein is complete and accurate and agree that I will provide any and all updated information as is necessary to administer the 403(b) Plan.

I understand that the reasonable expenses of administering the operational compliance of the 403(b) Plan will be apportioned among and charged to participants in the 403(b) Plan, subject to authorization by the Employer.

I agree and authorize that such administrative fees apportioned or charged to me may be paid from a payroll deduction made by the Employer for such amount from my after-tax compensation for such payroll period in which the charge is incurred or from a deduction made by the vendor(s) / funding vehicle(s) selected by me directly from the annuity contract(s) and/or custodial account(s) in which my contributions to the 403(b) Plan are invested.

I understand and agree that if I contribute to more than one vendor / funding vehicle in a particular month, I may be subject to more than one monthly deduction described in this paragraph.

I understand by signing this agreement that I have read, understood and agree to the terms and conditions of this Salary Reduction Agreement.

\_\_\_\_\_  
*Signature of Eligible Employee*

\_\_\_\_\_  
*Date*

*For HR/Payroll Use only:*

Approved \_\_\_ Yes \_\_\_ No

Effective Date: \_\_\_/\_\_\_/\_\_\_

Contributions Start On Pay Period: \_\_\_/\_\_\_/\_\_\_