# School District of Borough of Morrisville 403(b) Plan
# Salary Deferral and Investment Election Agreement

| Participant Name | Social Security No. |
|---|---|
| | |

Address

| City | State | Zip |
|---|---|---|
| | | |

| Date of Birth | Date of Employment | Email Address |
|---|---|---|
| | | |

| Evening Phone | Day Phone |
|---|---|
| | |

| Position/Title | ☐ Married ☐ Unmarried | ☐ Full Time ☐ Part Time |
|---|---|---|
| | | |

## PARTICIPATION ELECTIONS

***Salary Deferral Elections*** ☐

I hereby apply for Participation in the above-named 403(b) Plan and direct my employer to withhold through payroll reduction the following amounts from each pay. I understand this election will be applied to future contributions only and will remain in effect until I direct new elections through the Plan's Internet or Voice Response System.

NOTE: I understand that if I am 50 years of age or will reach the age of 50 during this calendar year any contribution deferrals in excess of the traditional salary will be applied to the Age 50 Catch-up option.

***Election to Defer Participation*** ☐

I do not want to participate in the Plan at this time. I understand that I may change this election by completing a new Enrollment Form prior to the next Plan Entry Date.

***Election to Revoke Participation*** ☐

Please discontinue my Salary Deferral Contributions to the Plan. I understand that I will be able to resume participation by completing a new Enrollment Form prior to the next Plan Entry Date.

I direct my new money to be invested in the funds selected below. I understand these investment directions will remain in effect until I direct new elections through the Plan's web site or voice response system.

### Investment Elections

| Fund Name | Account Number (Required) | Amount to Traditional 403(b) (Per Pay Period) | Amount to Roth 403(b) (Per Pay Period) |
|---|---|---|---|
| Equitable | | | |
| Horace Mann Retirement Advantage | | | |
| Kades-Margolis | | | |
| Lincoln Investment Planning | | | |
| North American Co. for Life & Health Insurance | | | |
| Security Benefit | | | |
| Vanguard Investments | | | |
| Victory Funds | | | |
| **Total** | | | |

| Participant Name | Social Security No. |
|---|---|
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By signing this Agreement, Employee agrees to modify his/her salary as indicated above and Employer agrees to contribute this amount on Employee's behalf into the 403(b) annuity(ies) or custodial account(s) selected by Employee and authorized by the Employer. It is intended that the requirements of all applicable state and federal tax rules and regulations (Applicable Law) will be met. Employee understands and agrees that this Agreement:

1. Is legally binding and irrevocable with respect to amounts paid or available while it is in effect; however, is effective only for amounts not yet earned or made available.
2. 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;

**Employee further agrees that:**

- In conjunction with his/her Employer, he/she is responsible for determining that his/her salary reduction amount does not exceed the limits of the Applicable Law;
- He/she is responsible for the accuracy of information provided by Employee, which is used in determining Employee's maximum annual contribution limit;
- Employer has no liability for any losses suffered by Employee that result from his/her participation in the 403(b) plan;
- He/she acknowledges that Employer has made no representation to Employee regarding the advisability, appropriateness or tax consequences of the purchase of the 403(b) plan. Nothing herein shall affect the terms of employment between Employer and Employee;
- This agreement supersedes all prior 403(b) salary reduction and/or deduction agreements and shall automatically terminate if employment with Employer is terminated.

## Important Information

- Although Employer must authorize Service Providers, Employer does not choose the annuity contract(s) or custodial account(s) in which 403(b) contributions are invested.
- Employees are responsible for setting up and signing the legal documents to establish the annuity contract or custodial account, except for certain group annuity contracts under which Employer may be required to establish the contract.
- In order to receive the expected tax results, Employees are responsible for investing in annuity contracts or custodial accounts that meet the requirements of Section 403(b) of the Internal Revenue Code.
- Employees are responsible for naming a death beneficiary under the 403(b) plan. This is normally done at the time the annuity contract or custodial account is established. Beneficiary designations should be reviewed periodically.
- Employers are responsible for all distributions and any other transactions with the Service Provider. 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 the Employer (or their Designee) to approve any requested transaction by Employees.
- Employee must cooperate directly with Service Provider, Employer, or their Designee, as directed by Employer to transfer contract(s) or custodial account(s) to another Service Provider, begin distributions, make loans, exchanges or otherwise access 403(b) plan assets.
- Employees are responsible for determining that salary reductions do not exceed the allowable contribution limits under Applicable Law. References herein to elective deferral limits are based on the 2008 limits. In subsequent years, the basic limit and the age 50+ catch up option are indexed in $500 increments and will increase over time.

| Participant Name | Social Security No. |
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## EMPLOYEE SIGNATURE

☐ Check here if you control another consulting or other business or company.

I understand that all rights under the annuity(s) or custodial accounts established by me under the 403(b) plan are enforceable solely by me, my beneficiary or my authorized representative. I also understand that no later than January 1, 2009, my Employer will have a 403(b) Plan in place that will require my Employer, or their designee to authorize certain distributions and loans, and that it will not be solely my responsibility to authorize such transactions. By signing this Agreement, I authorize any Service Provider, or their delegee to provide information on my Account to Employer or another Service Provider if such information is necessary for compliance purposes or to effectuate such transactions as I may request.

### SIGNATURES

Under penalties of perjury, I certify that the above information (including my social security number) is correct and I am an employee of the Employer. I also: (1) acknowledge receipt of the current prospectus; (2) agree to promptly give Instructions to the Sponsor necessary to enable the Custodian to carry out its duties under the Group Custodial Agreement; (3) represent that whenever information as to any taxable year is required to be filed with the Internal Revenue Service, the individual will file such information with Internal Revenue Service unless filed by the Custodian; (4) accept responsibility for computing the annual Exclusion Allowance and the limitations on Elective Deferrals under the Internal Revenue Code; and (5) acknowledge that this Group Custodial Agreement operates in conjunction with the Employer's 403(b) Plan document. I hereby agree to participate in the 403(b)(7) Group Custodial Account offered by the Custodian. I acknowledge receipt of a copy of the custodial account document under which this 403(b)(7) Group Custodial Account is established, and a copy of this Participation Agreement. I direct that my contribution be invested as indicated on my enrollment form, and I direct that all benefits upon my death be paid as indicated above. In the event that this is a rollover contribution, the undersigned hereby irrevocably elects, pursuant to the requirements of Section 1.402(a)(5)-1T of the IRS regulations, to treat this contribution as a rollover contribution.

Sponsor: PenServ Plan Services, Inc.

Participant Signature: _____ Date: _____

Employer Name School District of Borough of Morrisville 403(b) Plan

**Please return a copy of the completed forms to:**

**Payroll Department**

**Attn: Jennifer Gannon**

**Email: jgannon@mv.org | Mail: 550 West Palmer Street, Morrisville, PA 19067**