



Date received in Payroll: _____
Input by: _____ Date: _____

## Salary Reduction Agreement (SRA) For 403(b) Programs

In accordance with Education Code Sections 44041 and 87040, Government Code Sections 1157 and 53200 et seq. and for the purpose of qualifying under the provision and for the benefits of Sections 403(b) of the Internal Revenue Code, and Section 17501 et al of the California Revenue and Taxation Code and of the Plan adopted by the Governing Board of the \_\_\_\_\_ District (hereinafter called the District):

IT IS HEREBY AGREED BY THE DISTRICT AND:

Name: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Employee Number: \_\_\_\_\_ Certified  Classified

Address: \_\_\_\_\_

Day Time Phone Number: \_\_\_\_\_ E-Mail \_\_\_\_\_

(hereinafter called the Employee) that the certain valid and existing employment contract made and entered into by and between the District and Employee be amended in the following manner and that this amendment be incorporated therein by reference and made a part thereof as if set out therein in full, as of the date of this amendment:

**Contribution Information:**

Action (check all that apply):

- Initiate new salary reduction agreement (No existing SRA)
- Change previous salary reduction agreement amount(s)
- Change/add company/vendor(s)
- Stop salary reduction agreement contributions to the following company/vendor(s):
  - All, or specify: \_\_\_\_\_ Galaxy Code \_\_\_\_\_
  - \_\_\_\_\_ Galaxy Code \_\_\_\_\_

1. Compensation to be paid to this Employee by the District shall be reduced by the amount indicated per pay period starting with the compensation to be paid on the date stated, but shall not be effective for compensation already paid:

Total Amount Per Pay Period \$ \_\_\_\_\_ Work Year: 10  11  12  months

Starting with compensation to be paid on: \_\_\_\_\_

The above amount shall be transmitted by or on behalf of the District in accordance with the District's Tax Sheltered Annuity Plan, which may utilize a third party administrator, in the following manner:

\$ _____ To _____	Company _____	Galaxy Code _____
		403bCompare Code _____
\$ _____ To _____	Company _____	Galaxy Code _____
		403bCompare Code _____

*(Refer to Master List of TSA Companies and "www.403bCompare.com" for respective codes numbers.)*

2. The Employee shall comply with all written tax sheltered annuities operational procedures established by the District and the Riverside County Superintendent of Schools (hereinafter called the County Superintendent).
3. The Employee understands that no more than one Salary Reduction Agreement can be made during each tax quarter, January-March, April-June, July-September, October-December. Salary Reduction Agreements must be received by the District no less than 10 working days prior to payroll issue date.
4. The Employee releases any and all rights, present and future, to receive payment from the District and/or the County Superintendent resulting from such salary reduction in any form except (1) the right of the Employee's estate to receipt of sums so paid upon his death, or (2) the right of the Employee upon termination of employment by reason other than death, personally to receive all or any part of the amount specified for which service has been rendered but which has not been transmitted to a life insurance company or to an investment company.
5. This amendment of employment contract shall automatically apply to the employment contract entered into between the District and the Employee for each succeeding school year unless amended or terminated by a thirty (30) day written notice to the District. This agreement supersedes all prior 403b/TSA salary reduction agreements and shall automatically terminate if Employee's employment terminates.
6. The Employee agrees that the District and the County Superintendent shall have no liability whatsoever for any loss suffered by the Employee with regard to the selection of an insurance or investment company, or the solvency of, operation of, or benefits provided by said insurance or investment company. The Employee further agrees that the District and the County Superintendent shall have no liability whatsoever for any loss suffered by the Employee by reason of the District or the County Superintendent's transmittal of any funds pursuant to this or any other Amendment of Employment Contract in the manner authorized by the District's Tax Sheltered Annuity Plan and any revisions thereto.
7. It is the purpose of the District in executing this amendment of employment to provide its employees with an opportunity to participate in an annuity program that satisfies the provisions of Sections 403(b) and 415 of the Internal Revenue Code, of the United States.

The District and the County Superintendent make no recommendation to any individual employee with regard to participation in any such annuity program.

Neither the District nor the County Superintendent warrants any particular tax consequence to the employees who elect to participate.

The Employee agrees that all computations in connection with the determination of the amount of the salary reduction hereby authorized, including but not limited to the amount of maximum allowable contribution and years of service pursuant to Section 403(b) of the Internal Revenue Code shall be the responsibility of the individual Employee and the broker, agent, or insurance, annuity, or investment company, should such broker, agent, or company undertake such commitment.

8. The Employee shall provide the District with a calculation of his/her maximum allowable contribution with this Salary Reduction Agreement, with any superseding change, and by January 31 of each tax year whether or not any changes are made, if the Employee is using any catch-up provision.

Such computations shall not be the responsibility of the District, the County Superintendent, nor Governing Board of the District, nor of any officer or employee of the District or County Superintendent assigned any duties in connection with the District Tax Sheltered Annuity Plan. There may be adverse tax consequences if the maximum allowable contribution is exceeded by the Employee.

9. The Employee agrees to indemnify and hold the District and the County Superintendent harmless from any state or federal taxes, penalties and interest the District or County Superintendent may incur resulting from the conduct or representations of Employee in connection with any Tax Sheltered Annuity Plan, whether negligent, or otherwise, including, but not limited to the calculation of the maximum allowable contribution pursuant to Section 403(b) of the Internal Revenue Code.

