

**HORTONVILLE AREA SCHOOL DISTRICT  
SALARY REDUCTION AGREEMENT**

**Dated:** \_\_\_\_\_

An eligible participant may elect to start his or her election at any time. Thereafter, participants may increase or decrease their election amount once per annual calendar quarter. An election can be stopped at any time. The actual implementation date of starting, revising, or stopping is subject to providing a lead time of ten (10) business days to the payroll office.

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**Read this before completing this form:** This salary reduction agreement does not establish a tax deferred annuity with a specific vendor but only authorizes the withholding of funds from your paycheck. For new enrollments, separate 403(b) enrollment applications must be requested from the vendor(s) you have chosen from the list of District-approved vendors (this list is available at the District office). Please return the vendor enrollment application(s) to the vendor, and return the District Salary Reduction Agreement to the District payroll office.

Employee: \_\_\_\_\_ SSN: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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**I. Employee Deferrals – Section 403(b) Pre-tax Deferral Election.**

I hereby authorize the Hortonville Area School District ("District") to withhold \$ \_\_\_\_\_ (whole dollar amount) from my compensation per pay period.

This Agreement shall be effective as of the first pay date which is not less than ten (10) business days following the date of execution of this Agreement. The District shall remit the withheld funds to the following Vendor(s) that I have selected:

<u>Amount (whole dollar)</u>	<u>District-Approved Vendor</u>
\$ _____	403(b)ASP _____
\$ _____	Thrivent Financial _____
\$ _____	MetLife _____

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**II. Employee Deferrals – Section 403(b) Roth After-tax Deferral Election.**

I hereby authorize the Hortonville Area School District ("District") to withhold \$ \_\_\_\_\_ (whole dollar amount) from my compensation per pay period.

This Agreement shall be effective as of the first pay date which is not less than ten (10) business days following the date of execution of this Agreement. The District shall remit the withheld funds to the following Vendor(s) that I have selected:

<u>Amount (whole dollar)</u>	<u>District-Approved Vendor</u>
\$ _____	403(b)ASP _____
\$ _____	Thrivent Financial _____
\$ _____	MetLife _____

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**III. Employee Deferrals – WDCP Section 457(b) Election.** I have elected to participate in the Wisconsin Deferred Compensation Plan (“WDCP”) sponsored by the Wisconsin Department of Employee Trust Funds. I hereby authorize the Hortonville Area School District (“District”) to withhold \$\_\_\_\_\_ (whole dollar amount) from my compensation per pay period.

This Agreement shall be effective as of the first pay date which is not less than ten (10) business days following the date of execution of this Agreement. The District shall remit the withheld funds to the following Vendor(s) that I have selected:

Amount (whole dollar)

District-Approved Vendor

\$ \_\_\_\_\_

Wisconsin Deferred Compensation Program

**IV. Terms/Conditions.** This Agreement is legally binding upon me and may be terminated by me only by giving notice of termination in the payroll period preceding the payroll period in which the termination(s) is to be effective.

**I understand and agree** that there are limitations on my deferrals under the 403(b) and 457(b) Plans and that my contributions under this election do not exceed those limits. Further, I confirm that any deferrals in excess of the general limitations are due to my eligibility for either "catch-up" election which allows for a deferral in excess of the \$16,500 limit (for 2011, adjusted annually) for the 403(b) plan and \$16,500 limit (for 2011, adjusted annually) for the WDCP Section 457(b) Plan.

By the execution of this Agreement, I represent that:

- 1) This Agreement shall terminate any prior Salary Reduction Agreement executed between myself and the District under the Plans.
- 2) I have not executed more than the number of Salary Reduction Agreements permitted during the same plan year under the Plans.
- 3) I have made an independent determination as to my desire to make these salary deferrals.
- 4) I have assessed the risk associated with such investment(s) and have determined, with such professional advice as I deemed necessary, that the product offered by the Vendor is suitable to me.
- 5) The District has no responsibility to evaluate or apprise me, now or in the future, as to the performance, status or otherwise as to the operation or viability of any product offered by the Vendor or alternative investments.
- 6) I have made an independent determination as to my deferral level after consideration of the requirements of law and affirm that my contributions are within the limits of the law.
- 7) I understand that I am responsible for determining that the amount of my deferral contributions elected above in this Salary Reduction Agreement, plus any amount deferred under a SIMPLE plan, a 401(k) plan or other 403(b) plan not sponsored by the District, does not exceed the maximum limit specified under Internal Revenue Code section 402(g) for any given plan year.
- 8) I understand that the District currently employs a third party administrator to provide administrative services to the District’s 403(b) plan, and that in order to participate in the District’s 403(b) plan, I agree to a yearly payroll deduction (the 2011 fee is \$12) to pay the per participant fee charged by the third party administrator. If I am enrolling in the District’s 457(b) plan, I understand that there is currently no administrative fee. If in the future a fee is necessary, I agree to the yearly payroll deduction to pay the per participant fee as charged by the third party administrator (if any).

I release the District from any and all claims that I may assert in the event that the product which I have chosen under this Agreement shall fail to qualify for preferential tax treatment under Code section 403(b). I understand that the District assumes no responsibility, actual or implied, with respect to the calculation of the contribution or the limits on such contributions.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ Signature of employee \_\_\_\_\_