This is an official School document. Salary deferral contributions will <u>NOT</u> be made to the 403(b) Plan on your behalf until you have completed and returned this agreement to the School, as well as the Lincoln Financial on-line enrollment forms designating your beneficiary and investment elections.

## PLYMOUTH COMMUNITY SCHOOL CORPORATION 403(b) PLAN SALARY REDUCTION AGREEMENT

| Employ  | yee Name (First, M.I., Last)   |  | Employee's Date of Birth   |
|---|--|--|--|
| Employ  | yee Address (Street, City, State, ZIP)   |  |  |
| Employ  | yee Social Security Number Number of Pay Po  | eriods Per Year  |  |
| This S<br>of Ply<br>salary                    | Salary Reduction Agreement ("Agreement") mouth Community School Corporation and deferral contributions to be made to the Pl on 403(b) of the Internal Revenue Code ("Cod   | is entered into between the Plymouth Community School Scho | School Corporation ("School") in order for   |
| I.  | AUTHORIZATION TO MAKE S  | ALARY DEFERRA  | L CONTRIBUTIONS  |
| contril<br>a pre-                             | by direct the School to reduce my salary bution to Lincoln Financial. I understand that tax basis, on a post-tax basis as a Roth cont bution basis.  | t I may choose for this co   | ontribution to be deducted from my salary on   |
|   | Flat Dollar Amount Per Pay Period (enter a whole dollar amount)  |  |  |
|   | Pre-Tax Contributions  | \$   |  |
|   | Post-Tax Roth Contributions  | \$   |  |
|   | Total Dollar Amount  | \$   |  |
| II.   | EFFECTIVE DATE AND DURAT   | TION OF AGREEM   | ENT  |
| this A<br>submi<br>will be<br>I ackn<br>Schoo | erstand that this Agreement will take effect a greement and return it to the School's Busin tting a new Agreement. I understand that I is e effective the earlier of the next September I nowledge that this Agreement applies only to all may reduce or discontinue this Agreement ternal Revenue Code. | ess Office, and will rem<br>may make changes in my<br>or January 1. I understa<br>o salary not yet paid or   | ain in effect until I change or terminate it by elective deferral amount at any time, which and that I may stop contributions at any time. made available to me. I understand that the |
| III.  | TERMINATION OF AGREEME   | NT   |  |
|   | I want to stop my salary deferral contributions to the Plymouth Community School Corporation 403(b) Pla effective as soon as administratively practicable after I have completed this Agreement and returned it to th School's Business Office.  |  |  |
| IV.   | SIGNATURES   |  |  |
|   | e read the information on the back side of this<br>and procedures of the Plymouth Community  |  |  |
| Date  |  | Employee's S   | gnature  |
| Date  |  | Signature of A   | Authorized School Representative   |

## V. EMPLOYEE REPRESENTATIONS AND UNDERSTANDINGS

## **Applicable Contribution Limits**

- I understand that my salary reduction contributions under this Agreement cannot exceed the contribution limits under Code Section 402(g) or 415(c) (as explained below), except as permitted by Code Section 414(v) allowing age 50 catch-up contributions (as explained below).
- I understand that Code Section 402(g) limits my salary reduction contributions under this Agreement to a "dollar limit." The general dollar limit is \$18,000 for calendar year 2017 (this dollar limit will be adjusted by cost of living increases thereafter). However, my actual dollar limit may be higher than the general dollar limit if I will be 50 years old (or older) by the end of the calendar year.
- If I will be at least 50 years old by the end of the calendar year, I understand that I may make additional "catch-up" salary reduction contributions above the general dollar limit. These additional catch-up salary reduction contributions, which are referred to as "age 50 catch-up contributions," are provided under Code Section 414(v). I understand that the amount of the age 50 catch-up contributions that I may make above the general dollar limit is up to an additional \$6,000 for 2017 (this dollar amount will be adjusted by cost of living increases thereafter).
- I understand that the dollar limit, with all appropriate adjustments described above, applies to any pre-tax or post-tax Roth contributions I make in a calendar year to any retirement plans in which I participate (not including PERF, TRF, deferred compensation plans or flexible benefit plan contributions), including plans maintained by other employers.
- I understand that, if my salary reduction contributions to this Plan and to other retirement plans exceed the applicable dollar limits described above in any calendar year, the excess will be taxable both in the year the contribution was made and in the year of distribution unless I timely request to have the excess returned to me. To have the excess returned to me, I must notify the School or Lincoln Financial of the excess before March 1 of the year following the year in which the excess contribution was made (e.g. March 1, 2017 for excess amounts deferred in 2016). If the notice is timely given, Lincoln Financial will distribute the excess amount of the contribution (with any accrued earnings) to me on or before April 15 of the year following the excess contribution.
- I understand that my salary reduction contributions to the Plan and other retirement plans for each year are also limited, except as permitted under Code Section 414(v) allowing age 50 catch-up contributions, by the general rules of Code Section 415 to the lesser of \$54,000 for 2017 (this dollar amount will be adjusted by cost of living increases thereafter) or 100% of compensation.

## **Additional Representations**

- I understand that this Agreement is legally binding and irrevocable with respect to amounts earned while the Agreement is in effect. Therefore, amounts previously withheld from my pay under the terms of this Agreement cannot be returned to me unless I am eligible for a distribution under the terms of the Plan.
- I authorize the School to release to or obtain from Lincoln Financial any information that it may reasonably require in order to calculate my contribution limits or to administer my accounts under the Plan.
- I understand that nothing contained in this Agreement shall be deemed to constitute an employment agreement, and nothing contained herein shall be deemed to give me any right to continued employment with the School.
- I acknowledge that the School does not warrant the performance or the appropriateness of any investment and will not be responsible for any penalties or tax consequences resulting from this Agreement.
- I agree to follow the rules and procedures of the Plan, the School, and Lincoln Financial.

| FOR OFFICE USE ONLY: To be completed by Business Office Representative: |                                  |  |  |  |
|---|----------------------------------|--|--|--|
| Confirm Lincoln Enrollment Forms Completed                              | Date of First Payroll Reduction: |  |  |  |

I/2193085.2 *January 2017*