

457

Salary Reduction Agreement for the Meriden Public Schools

Revised February 14, 2008

Employee Information:

All employee information must be completed or this form will not be processed.

Employee id # (this information can be
found on your pay stub)

Name (printed or typed)

Address: street

Birthdate

Address: city, state, zip

Position

Date of hire

Contribution Information

amount per paycheck

*26 paychecks for certified staff, 53 paychecks
for classified employees except paras and cafeteria
workers*

Service Provider

Please check *all applicable* boxes:

- New Salary Reduction Agreement
- Change in dollar amount of contribution
- Change in Service Provider

No Service Provider changes allowed between November 1 and December 31 without proof that the new investment account has been set up.

Agreement:

The above named Employee agrees to modify his/her salary as indicated. The Meriden Public Schools agrees to contribute this amount on the Employee's behalf into the annuity or custodial accounts selected by the employee on the attached list of approved Service Providers. It is intended that the requirements of all applicable state or federal income tax rules and regulations (Applicable Law) will be met. The Employee understands and agrees to the following:

1. This Salary Reduction Agreement is legally binding and irrevocable with respect to amounts paid or available while this agreement is in effect;
2. This Salary Reduction Agreement 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; and
3. This Salary Reduction Agreement may be changed with respect to amounts not yet paid or available in accordance with the Meriden Public Schools administrative procedures.

The Employee is responsible for determining that the salary reduction amount does not exceed the limits set forth in Applicable

Law. Furthermore, The Employee agrees to indemnify and hold the Meriden Public Schools harmless against any and all actions, claims and demands whatsoever that may arise from the purchase of annuities or custodial accounts for the Employee in amounts in excess of contribution limits as defined under Applicable Law.

The Employee acknowledges that the Meriden Public Schools has made no representation to the Employee regarding the advisability, appropriateness or tax consequences of the purchase of the annuity and/or custodial account described herein. The Employee agrees that the Meriden Public Schools shall have no liability whatsoever for any and all losses suffered by the Employee with regard to his/her selection of an annuity and/or custodial account; its terms; the selection of an insurance company or regulated investment company; or his/her selection and purchase of shares of regulated investment companies. Nothing herein shall affect the terms of employment between the Employee and the Meriden Public Schools. This agreement supercedes all prior salary reduction agreements and shall automatically terminate if the Employee's employment is terminated.

Important Information

1. The Meriden Public Schools does not choose the annuity contract or custodial account in which your contributions are invested.
2. Employees are responsible for setting up and signing the legal documents to establish the annuity contract or custodial account.
3. In order to receive the expected tax results, the Employees are responsible for investing in annuity contracts or custodial accounts that meet the requirements of Section 457 of the Internal Revenue Code.
4. The employee is responsible for naming a death beneficiary under annuity contracts or custodial accounts. This is normally done at the time the contract or account is established. Beneficiary designations should be reviewed periodically.
5. Employees are responsible for all distributions and any other transactions with the Service Provider. All rights under contracts or accounts are enforceable solely by the Employee, the Employee's beneficiary, or the Employee's authorized representative. The Employee must deal directly with the Service Provider to make loans, transfer to different contracts or custodial accounts, begin distributions, or any other transactions.
6. Employees are responsible for determining that salary reductions do not exceed the allowable contribution limits under Applicable Law.
7. Salary Reduction Agreements may only be changed twice within each calendar year.

Employee Certification

I certify that I have read this complete agreement including the Important Information and understand my responsibilities and the responsibilities of the Meriden Public Schools under this agreement. I further certify that my salary reductions do not exceed contributions as determined by Applicable Law. I request that the Employer take the action specified in this agreement. I understand that all rights under the annuity or custodial account established by me under the program are enforceable solely by me, my beneficiary, or my authorized representative.

Employee Signature

Date