

Old Forge School District

Section 403(b) 2012 SALARY REDUCTION AGREEMENT

For new enrollment or to establish a new Section 403(b) Vendor, you will need to complete a separate Salary Reduction Agreement with your Vendor and its investment application.

Please Return Form to:
DeHEY McANDREW
101 South Main Avenue
Scranton, PA 18504
Telephone: 570-346-9960
Facsimile: 570-346-3411

Employee Name:	Social Security No.:	Date of Birth:	Year of Hire:
Home Address:	City:	State:	Zip:
Home Phone:	Work Phone:	E-Mail:	

Effective Date: Next Available Pay Later Pay Cycle (include payroll date) _____

Please Check One:

1. Initiate New 403(b) or 403(b)(7) Salary Reduction.
2. Transfer monies from a previous Employer and establish contributions with your current Employer's Vendor(s).*
3. Exchange monies and/or contributions from my current Investment Vendor to new a Vendor.*
4. Change Future Contribution with your current investment or account with your current Vendor(s).*
5. Terminate 403(b) or 403(b)(7) Salary Reduction.
6. Terminate 403(b) or 403(b)(7) Salary Reduction for six months due to hardship withdrawal.

Action to be taken

<u>New Reduction Dollar Amount</u> (Per Payroll Period)	<u>New Investment Vendor</u> (Note: for a new account, you will need to complete application with your Investment Vendor)
\$ _____	_____
\$ _____	_____

Please Complete if Changing Salary Reduction Dollar Amount or Changing Investment Vendors:

Previous Contribution Amount (if applicable): \$ _____

Previous Investment Vendor (if applicable): _____

<u>Lump Sum Contribution*</u>	<u>Investment Vendor</u>
\$ _____	_____

*Lump Sum Contributions are a One Time only Payroll Period Deduction Contribution

Note: Please list ALL 403(b) reductions and ALL providers, as this Form supersedes all prior agreements.

Please Complete this Section! Employee Deduction Amount and Qualified Vendor.

Note: All Accounts must be opened/established with the listed Investment fund Vendor prior to submitting this Salary Reduction Agreement Form.

If your Dollar Amount is Less than \$17,000.00 per Year. Continue to next Section.

Please Complete this Section only if your Annual Salary Reduction Amount is over \$17,000.00.

1. Section 403(b) Annual Deferral Maximum Limit is \$17,000.00 in 2012. If your Annual contribution is under \$17,000.00 stop and Go to Line 9 on Page Two.	1. \$17,000.00
2A. 15-Year Service Credit Catch-up Contribution: Have you completed 15 or more years of service with your Current Employer? If you answered "No" on 2A, skip to Line 5 and enter \$0. Do not complete Steps 2B thru 4B.	2A. <input type="checkbox"/> Yes <input type="checkbox"/> No
2B. Are your total S. 403(b) 15 year catch-up contributions less than \$15,000? If you answered "No" to Line 2A or 2B, skip to Line 5 and enter \$0. If you answered "Yes" to Line 2A and 2B, please read the following information: If you have 15 years of service with your Employer and your catch-up contribution amount for the previous 5 years does not exceed \$15,000, you are eligible to defer an annual Catch-up Contribution amount of \$3,000, up to the maximum lifetime limit of \$15,000. Now, please go to Line 3.	2B. <input type="checkbox"/> Yes <input type="checkbox"/> No
3. Have you made any 15-Year Service Credit Catch-up Contributions in the past? If you answered "No", skip to Line 5 and enter \$3,000.	3. <input type="checkbox"/> Yes <input type="checkbox"/> No
4. Complete Section 4 only if your Answer to Line 3 is "Yes": Maximum Lifetime limit: \$ 15,000.00 Previous 15-Year Catch-up contributions made in the past: (-) _____ Remaining Catch-up Available (include this figure in Space 4): (=) _____	4. _____
5. 15-Year Service Catch-up Contribution Amount (may not exceed \$3,000 per year):	5. _____
6A. Age 50 (+) Catch-up Contribution: Will you reach age 50 or older by 12/31/2012?	6A. <input type="checkbox"/> Yes <input type="checkbox"/> No
6B. If Yes, enter \$5,500 in line 6B. If No, enter \$0.	6B. _____

Old Forge School District

IRC § 403(b) Salary Reduction Plan

2012 SALARY REDUCTION AGREEMENT FORM

	7. Add lines 1, 5, and 6b then enter the total: 2012 Maximum Total cannot exceed \$25,500.	7.
S. 403(b) Calculation: Continued	8. Enter the total of any contributions already made to a 403(b) plan during 2012:	8.
	9. Subtract line 8 from line 7: Line 9 is the Total Amount remaining that you may contribute during 2012:	9.

Disclosure

IMPORTANT: You may rely on the accuracy of this Worksheet if the information you provide is correct and complete. Neither your Employer nor your Employer's plan administrator, DeHEY McANDREW, has your pre-2012 data for purposes of calculating the Catch-Up Contribution. Please make sure the information you provide is correct. By signing this Form and worksheet, you certify that all the information provided is accurate and you agree to indemnify and hold harmless your Employer and DeHEY McANDREW from any and all damages which may result from providing inaccurate or incomplete information. Your current Employer nor DeHEY McANDREW cannot be responsible for any investment choices that you elect. Your Employer and Third Party Administrator, DeHEY McANDREW, assume that you have reviewed the investment options available under this Plan and you understand there are risks associated with all investment options. You also understand that the Investment Vendor(s) that you have selected may charge a fee for your participation, transfers, withdrawals or distributions. You also understand that you are responsible for establishing an account with the Investment Vendor(s) that you have chosen. Your Employer along with, DeHEY McANDREW, want you to understand that you are responsible for any taxes which may be due as the result of your election. You acknowledge that you have selected a death beneficiary with the Investment Vendor. Also, you understand your responsibilities as an employee under this program, and request that your employer take the action specified in this Agreement. All rights under the contract or accounts are enforceable solely by the Employee. You, the Employee, must deal directly with the Investment Vendor to make loans, transfer to different contracts or custodial accounts, begin distributions, or any other transactions. You must understand that all rights under the annuity or custodial account established under the program are enforceable solely by you, your beneficiary, or your authorized representative.

Employee Information & Employee Signature

Furthermore, I understand to the following:

- A. This Salary Reduction Agreement is legally binding and irrevocable with respect to amounts paid or available while this Agreement is in effect and supersedes all prior Section 403(b) Salary Reduction Agreements;
- B. This Salary Reduction Agreement may be terminated under rules established by the Plan and that a termination request is permanent and remains in effect until a new Salary Reduction Agreement is submitted; and
- C. This Salary Reduction Agreement may be changed with respect to amounts not yet paid or available; and
- D. Maximum Contribution Worksheet is required to implement or increase a payroll deduction (Update required annually); and
- E. Employee is responsible for determining that the salary reduction amount does not exceed the limits as set forth in the applicable federal or state laws (the "Applicable Law"). Furthermore, Employee agrees to indemnify and hold Employer harmless against any and all actions, claims and demands whatsoever that may arise from the purchase of annuities or custodial accounts for Employees in amounts in excess of contribution limits as defined under Applicable Law except where a Maximum Contribution was calculated by Employee acknowledges that Employer has made no representation to Employee regarding the advisability, appropriateness or tax consequences of the purchase of the annuity and/or custodial account described herein. Employer also has made no representation as to the advisability of the particular investment selected by the Employee. Employee agrees Employer shall have no liability whatsoever for any and all losses suffered by Employee with regard to his/her selection of the annuity and/or custodial account; its terms; the selection of the insurance company or regulated investment company; the financial condition, operation of or benefits provided by said 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 Employer and Employee. This agreement supersedes all prior salary reduction agreements and shall automatically terminate if Employee's employment is terminated.
- F. I have received investment information and counsel regarding your Employer's Section 403(b) Plan and any investment accounts under Your Employer's Plan before I have agreed to any investment elections under this Plan.
- G. I furthermore understand that I may not contribute an amount that will exceed the annual additions limitations under Code Section 415 or permit excess elective deferrals under Code Section 402(g).

Nothing herein shall affect the terms of employment between the Employer and myself. This agreement supersedes all prior Salary Reduction Agreements and shall automatically terminate if my employment is terminated.

I hereby agree to reduce my eligible salary or wages each pay period by the above amount(s) for the corresponding plan(s) and direct my Employer to contribute this amount on my behalf to the investment options I have selected in this SRA under the Plan.

10. Employee Signature:	Date:
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<p>Please return all forms to:</p> <p>DeHEY McANDREW 101 South Main Avenue, Scranton PA 18504 tel. (570) 346-9960 fax (570) 346-3411</p>	<p style="text-align: center;"><i>FOR OFFICE USE ONLY</i></p> <p>Date Received _____</p> <p>Date Input _____</p> <p>Approved _____</p>
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