



# Wilkes-Barre Area School District

## IRC § 403(b) Salary Reduction Plan

### 2019 SALARY REDUCTION AGREEMENT FORM

7. Add lines 1, 5, and 6b then enter the total: <b>2019 Maximum Total cannot exceed \$28,000.</b>	7.
8. Enter the total of any contributions already made to a 403(b) plan during 2019:	8.
9. Subtract line 8 from line 7: <b>Line 9 is the Total Amount remaining that you may contribute during 2019:</b>	9.

**S. 403(b)  
Calculation:  
Continued**

**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-2019 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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**Please return all forms to:** DeHEY McANDREW  
101 South Main Avenue, Scranton PA 18504  
tel. (570) 346-9960 fax (570) 346-3411

*FOR OFFICE USE ONLY*

Date Received \_\_\_\_\_  
Date Input \_\_\_\_\_  
Approved \_\_\_\_\_

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