

**MOSINEE SCHOOL DISTRICT
SALARY REDUCTION AGREEMENT**

Dated: _____

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.) Enrollment application(s) must be returned directly to the vendor(s). Please return this salary reduction agreement form to the District office.

Employee: _____ SSN: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Date of Birth: _____

I. Employee Deferrals – Section 403(b)

I hereby authorize the Mosinee School District ("District") to withhold \$ _____ OR _____ % (whole dollar amount or whole percentage of total pay period compensation) 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</u> (whole dollar/percentage) | <u>District-Approved Vendor Name</u> |
|---|--------------------------------------|
| \$ _____ OR _____ % | _____ |

Please check (x) your selection below:

- The salary reduction will be taken pre-tax.
- The salary reduction will be taken Roth after-tax.

| <u>Amount</u> (whole dollar/percentage) | <u>District-Approved Vendor Name</u> |
|---|--------------------------------------|
| \$ _____ OR _____ % | _____ |

Please check (x) your selection below:

- The salary reduction will be taken pre-tax.
- The salary reduction will be taken Roth after-tax.

Please use back of this form, continuing in the same fashion above if you wish to select additional vendors.

II. 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 terminations is to be effective.

I understand and agree that there are limitations on my deferrals under the Mosinee School District Employees Savings Plan (403(b) Plan) 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 Mosinee School District Employees Savings Plan (403(b) Plan).
- 2) I have not executed more than the number of Salary Reduction Agreements permitted during the same plan year under the Plan.
- 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 advise 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.

By executing this Agreement, I hereby elect, where the general limitations of Code sections 403(b), 415(c) and 457(b) are not satisfied, such alternative limitations as are available and necessary for me to comply with the annual addition limitations, as determined under Code sections 415(c)(4) and 457(e).

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

TAX—SHELTERED ANNUITY
Salary Reduction Agreement
(Wisconsin Deferred Compensation Program – 457 Plan)

Agreement made this _____ day of _____, 20____, by and between the
Mosinee School District (the “Employer”) and _____ (the “Employee”),
whereby the Employer and Employee agree as follows:

1. Effective with the pay period beginning _____, 20____ and thereafter, the gross salary of the Employee will be reduced by \$ _____ (amount of total annual reduction in compensation). The reduction shall be \$ _____, per pay period.

Please check (x) your selection below:

- The salary reduction will be taken pre-tax.
 The salary reduction will be taken Roth after-tax.

2. The amount of such reduction shall be paid and remitted by the Employer to the Wisconsin Deferred Compensation Program as selected by Employee, for the purchase of a non-forfeitable annuity contract or the establishment of a custodial account described in Section 457 of the Internal Revenue Code.
3. The Employee is responsible for determining that the amount of salary reduction specified in paragraph 1 (when combined with all other salary reduction agreements in force, whether or not with the Employer), does not exceed the amount permitted under Sections 457, of the Internal Revenue Code. The Employee is solely responsible for any and all taxes, interest, penalties, fines or forfeitures which may be imposed on the Employee in the event that the salary reduction contribution exceeds the maximum allowable contributions.
4. The Employee acknowledges that the Employer has made no representation to the Employee regarding the advisability, appropriateness or tax consequences of the Salary Reduction Agreement, participation in a tax-sheltered annuity, or the company which issues the annuity contract or which invests the Employee’s salary reduction funds. The Employee agrees that the Employer shall have no liability whatsoever for any and all losses suffered by the Employee with regard to his or her selection of the company which issues the annuity contract or which invests the Employee’s salary reduction funds or the solvency of, operation of, or benefits provided by said company.
5. The Salary Reduction Agreement is legally binding and irrevocable with respect to all amounts earned by the Employee while this Agreement is in effect. The Employee may

terminate this Agreement at any time with respect to amounts earned after the effective date of termination. The termination shall be effective as of the first day of the pay period immediately following the date the Employer receives the notice of termination.

6. The Employee agrees to indemnify the Employer for any taxes, interest, penalties, fines or forfeitures, imposed upon the Employer resulting from the Employee's violation of the limitations and provisions contained in the Internal Revenue Code or this Salary Reduction Agreement. Furthermore, the Employee agrees to indemnify the Employer for all reasonable costs, including attorney's fees, incurred by the Employer which may result from the Employee's contributions to the Section 457 plan and the Employer's reporting of these contributions.
7. The Employee agrees that the Employer shall have the authority to discontinue the salary reduction amounts if the Employer determines that the Employee's salary reduction amounts will exceed the maximum allowable contributions as discussed in paragraph 3 above. Such discontinuance would only be made after the Employee is notified of the pending action.

Executed as of the date set forth above,

School District of Mosinee
Employer

Employee (Print)

By: _____
Signature

Employee's Signature

Business Manager
Title

Social Security Number