

**Washington Elementary School District, AZ
Salary Deduction Agreement for ROTH 403(b)
Annuity Contract or Custodial Account**

Name of Company - ROTH 403(b) Product Provider

Employee's Name	Employee Number
Work Location	Position

Original ROTH Agreement

With respect to services rendered by the Employee hereafter, the Employer and the Employee hereby agree the Employee's compensation for such services shall be reduced by:

- Equal amounts of \$ _____ per pay period beginning the _____, 20__ pay period.
- One-time amount of \$ _____ from sick/vacation buyout.

The amount elected above shall result in a total ANNUAL DEDUCTION not to exceed the maximum allowable contribution calculation. The Employer agrees that it will remit the amount of such deduction for the ROTH 403(b) annuity or custodial account offered by the Company listed above.

NUMBER OF DEDUCTIONS

- Up to **19 Deductions** September to May (less than 12-month employees)
- Up to **25 Deductions** July to June (12-month employees only)

Amendment ROTH Agreement - Type of Change Desired

- Increase from \$ _____ per pay period to \$ _____ beginning the _____, 20__ pay period.
- Decrease from \$ _____ per pay period to \$ _____ beginning the _____, 20__ pay period.
- Suspend—Name of Company _____
Effective Date of Change or Suspension _____, 20__

I have read the above and understand the proposed change. I hereby request that such change be effected. I realize that if the change results in decrease or elimination of deduction under the ROTH 403(b) program, that this deduction or elimination cannot be "made up" in the future unless it falls within the guidelines established by the Internal Revenue Code of 1986, as amended.

This Agreement shall be legally binding and irrevocable with respect to amounts earned while the Agreement is in effect, and any termination of this Agreement shall be effective only with respect to amounts not yet earned at the time of said termination. It is provided that this deduction does not exceed the Employee's limits under Section 402(g) or the limitation of Section 415 of the Internal Revenue Code. This limits the total allowable salary deduction to all Companies to which salary deduction contributions can be made. It is understood that the amount specified will be forwarded to the Company listed above. In the event that the calculations provided by the District are lower than the calculations provided by the company / representative, the District's calculation shall prevail.

I hereby authorize my Employer to reduce or suspend any contributions established by this agreement, if in its opinion, the total annual contributions would exceed my Maximum Allowable Contribution in any calendar year.

The Employee is responsible for the accuracy of the excludable amounts stated in this Agreement. Any overstatement of the amounts excludable as a salary deduction in this agreement, or any other violation of the requirement of Section 403(b) could result in additional taxes, interests, and penalties to the Employee.

It is the intent of the parties that the non-forfeitable retirement deferred annuity or custodial contract pursuant to this Agreement shall qualify for the Federal Income Tax benefits provided for in Section 403(b) of the Internal Revenue Code of 1986, as amended. **Any change to this Agreement must be in writing to the Employer and becomes effective upon the execution of this Agreement by Employee and Employer.**

This Agreement may be terminated by either the Employer or Employee upon thirty (30) days notice to the Company and to the Employer or Employee as applicable.

Effective Date of this Agreement _____, 20__.

Washington Elementary School District, AZ

AGENT / REPRESENTATIVE NAME

AGENT / REPRESENTATIVE PHONE NUMBER

EMPLOYEE SIGNATURE

EMPLOYER SIGNATURE

DATED _____, 20__

DATED _____, 20__