

Department of Education, State of Hawaii

403(b) Salary Reduction Agreement - Part 1

EMPLOYEE INFORMATION:

Name (Last, First, Middle): Social Security No.:
Home Address: City, State, ZIP:
District/School/Office: Daytime Ph. No.:
E-mail Address: Check One: Classified Certified

EFFECTIVE DATE: MM / DD / YYYY

Enter the pay date you intend the instructions provided in this form to be effective. Instructions shall be implemented in accordance with the State of Hawaii Department of Education (DOE) administration schedule. Format: MM / DD / YYYY

CONTRIBUTION INFORMATION:

Check all that apply and complete the TSA Service Provider(s) Section, as needed. Please note that you or your agent must contact your investment provider(s) separately in order to establish the accounts(s) which will receive contributions.

- Initiate new salary reduction - Reduce my salary by the monthly amount of \$ or % and forward to the TSA Service Provider(s) indicated below in the TSA SERVICE PROVIDERS section.
Change current salary reduction amount - Change my current monthly salary reduction amount from: \$ or % to: \$ or %.
Change TSA Service Provider(s) - Change my TSA Service Provider(s) as indicated below in the TSA SERVICE PROVIDERS section and reduce my salary by the monthly amount of \$ or %. Be sure to indicate providers you wish to stop contributions to by indicating 0% or \$0.
Post-Separation Vacation Pay Deferral - Vacation pay dollar amount to defer: \$.
Cancel salary reduction - Discontinue my salary reduction.
Cancel salary reduction due to HARDSHIP - Discontinue my salary reduction.

TSA SERVICE PROVIDER(S):

Indicate the % or \$ amount of your salary reduction that you would like to be allocated to your desired TSA Service Provider(s). Please see Page 2 for examples. Note that if you have selected a percentage of your salary to be deferred, you may only utilize % allocations. All accounts must be established with the listed fund company prior to submitting the SRA. Salary reduction will not be executed if you have not established your account(s).

Table with 5 columns: Percent, Dollar, TSA Service Provider (Custodian, Insurance Carrier, or Investment Provider name), Service Provider Code, and Have you established an account with this provider? (Yes/No).

EMPLOYEE SIGNATURE:

I certify that I have read this complete agreement. I understand my responsibilities as an Employee under this Program and I request that the Department of Education take the action specified in this agreement. I understand that all rights under the annuity or custodial account(s) established by me under the Program are enforceable solely by me, my beneficiary or my authorized representative.

Employee Signature Date

ACKNOWLEDGEMENT AND REPRESENTATION OF AGENT (Optional)

I agree to comply with all pertinent written directives regarding solicitation of DOE employees. Furthermore, I agree to indemnify and hold harmless the State of Hawaii Department of Education, National Benefit Services, LLC, and the Employee participating in the TSA Program against any claims arising from my solicitation of the said Employee.

Name of Agent: Telephone / Fax: E-Mail Address:

DEPARTMENT OF EDUCATION USE ONLY

Date Rec'd: Initials:

Department of Education, State of Hawaii

403(b) Salary Reduction Agreement - Part 2

TSA SERVICE PROVIDERS SECTION EXAMPLES:

Suppose your current salary reduction is a specific dollar amount (\$500) of your monthly pay--all of which is currently contributed to service provider ABC. Now you wish to add an additional monthly contribution of \$200 to a new service provider--XYZ. You must mark "Initiate new salary reduction" and indicate \$200 in the Contribution Information Section. You must also indicate \$200 to XYZ in the TSA Service Providers Section. This will leave your original salary reduction unchanged and add your new one. Note: the procedure is the same for percentage deferrals. Example:

% or \$ XYZ Annuity Company

Suppose your current salary reduction is 2%, contributed to service provider ABC, but you would like to stop contributing to ABC and instead contribute 2% to XYZ. You must mark "Change TSA service provider(s)" in the Contribution Information Section and change the allocation to ABC to 0% and add 2% to XYZ in the TSA Service Providers Section. Note: the procedure is the same for dollar amount deferrals. Example:

% or \$ ABC Annuity Company

% or \$ XYZ Annuity Company

TERMS OF AGREEMENT:

The above named Employee agrees to modify his/her salary as indicated above. The Department of Education (DOE) agrees to contribute this amount on the Employee's behalf into the annuity or custodial accounts selected by the Employee. 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 with respect to 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; 3) this Salary Reduction Agreement may be changed with respect to amounts not yet paid or available in accordance with the Employer's administration procedures; 4) the salary reductions are subject to the maximum allowable contribution (MAC), and by executing this agreement, acknowledges that the DOE has the authority to stop reductions at any time to assure that the Employee's annual contribution amount is in compliance with federal and state law requirements; and 5) that the MAC calculated by the Agent is based on the Employee's eligible income which is subject to change and that any changes to the Employee's eligible income will affect the MAC.

The Employee agrees to indemnify and hold the DOE and National Benefit Services, LLC (NBS) harmless against any and all actions, claims and demands whatsoever that may arise from the purchase of annuities or custodial accounts in this TSA Program. The Employee acknowledges that the DOE 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 neither the DOE nor NBS shall have any liability whatsoever for any and all losses suffered by the 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 solvency of, 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 the DOE and Employee.

The DOE reserves the right to alter terms of this Agreement as required to facilitate Program compliance with State and Federal law.

This agreement supersedes all prior Salary Reduction Agreements and shall automatically terminate if Employee's employment is terminated or DOE terminates the TSA Program. Any participant found to be in violation of the DOE's TSA Program shall have their salary reduction agreement(s) terminated.

IMPORTANT INFORMATION:

1. The DOE does not choose the annuity contract or custodial account in which the Employee's contributions are invested.
2. The Employee is responsible for setting up and signing the legal documents to establish the annuity contract or custodial account.
3. The Employee, not the DOE, is to be identified as the contract/certificate/account holder.
4. In order for the Employee to receive the expected tax results, the annuity contract or custodial account established must meet the requirements of Section 403(b) of the Internal Revenue Code. It is solely the Employee's responsibility to establish the proper type of contract or account for this purpose.
5. The Employee is responsible for naming a death beneficiary under the annuity contract or custodial account. This is normally done at the time the contract or account is established, although the designation should be reviewed from time to time.
6. The Employee is responsible for investment decisions, distributions and any other transactions with the insurance company or investment company and shall have total responsibility for all distributions and any resulting taxation consequences. All rights under the contract or account are enforceable solely by the Employee, the Employee's beneficiary or the Employee's authorized representative. The Employee must deal directly with the insurance company or investment company to make loans, transfer to different contracts or investment accounts, begin distributions, or to handle any other transactions. However, the DOE reserves the right to alter this policy if deemed necessary to comply with State or Federal law.
7. The Employee understands that information contained in this Agreement and other non-public information may be shared with the DOE's designated third-party administrator in conjunction with the operation of the TSA Program.

8. Retain a copy of this form and submit original to: **Department of Education
Employee Benefits
PO Box 2360
Honolulu, HI 96804**