



## **TAX SHELTERED ANNUITY 403(B)** **INFORMATION SHEET**

403(b) is a section of the Internal Revenue Code, which permits a tax-sheltered retirement program for employees of public school systems and other non-profit organizations. TSA's are managed by major insurance companies and regulated investment firms.

BOCES deducts your designated amount from your paycheck (pre-tax) and forwards it to your chosen company. Contributions and earnings compound tax deferred until they are withdrawn, usually when the individual is in a lower tax bracket.

The IRS limits for 403(b) plans in calendar year 2007 are:

Regular limit: \$15,500.00

Employees age 50 and older: \$20,500.00

Employees with 15+years of BOCES service: \$18,500.00

Employees with 15+years of BOCES service and age 50 or older: \$23,500.00

These limits may change 01/01/2008.

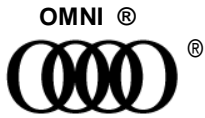
BOCES acts merely as a collection agent. All annuities must be arranged with your chosen agent prior to submission to the Payroll Office.

**To start or make any and all changes regarding your contribution, you must fill out an OMNI flex form and submit it to the Payroll Department.**

When starting a TSA or changing annuity companies this form must be signed by both the employee and the representative of the annuity company.

Completed documents should be submitted to the Payroll Office.

If you have any questions regarding Tax Sheltered Annuities, or if you need forms, contact Adel Brody in the payroll office at 248-2329 or X329. To obtain a printed copy of 403b Flex Form, go to the following website: <http://www.omni403b.com> .



"Your Compliance Specialists"

# OMNI 403(b) FLEX FORM

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1099 Jay Street  
Rochester, NY 14611  
(585) 436-OMNI  
Toll Free: (877) 544-OMNI  
Fax: (585) 436-3633  
www.Omni403b.com

**Please Print**

**Employer** \_\_\_\_\_

**Employee Name:** \_\_\_\_\_ **Employee SS#:** \_\_\_\_\_

**Date of Birth:** \_\_\_\_\_ **Date of Hire:** \_\_\_\_\_

## Salary Adjustment Agreement for Tax Sheltered Annuities

----- IMPORTANT NOTICE -----

**Before You Sign, Read All Information on this form:** (Note: ALL employees are eligible to participate in a 403(b) Plan (Tax Sheltered Annuities or TSA's). A TSA is an investment account that is set aside for your retirement (only), and is paid for with "pre-tax" dollars. Unless utilizing the catch-up provisions, your maximum contribution cannot exceed \$15,500 (\$20,500 if aged 50 or over).

### Part 1. Contribution Information: (Select only those that apply)

- I do not wish to participate at this time. I understand that I may participate in the TSA program at any time in the future simply by contacting an approved district TSA vendor. (Please sign and date on reverse side in Part 4 and return to Business Office.)
- No change. (I'm a current TSA participant: continue my existing salary reduction and Service Provider.)
- Initiate New Salary Reduction. I have already opened a new TSA; my account # is \_\_\_\_\_. Please deduct \_\_\_\_\_ per pay.
- Change Salary Reduction. This is notification to change the amount of my TSA salary reduction from \$\_\_\_\_\_ per pay to \$\_\_\_\_\_ per pay
- Change Service Provider. This is notification to change my Service Provider (indicate amounts in Part 2) from \_\_\_\_\_ to \_\_\_\_\_. My new account # is \_\_\_\_\_.
- Discontinue Salary Reduction. Please discontinue my TSA salary reduction with the following Service Provider: \_\_\_\_\_.

Implementation Date: Salary reduction instructions shall be implemented in accordance with Employer's administrative schedule.

### Part 2. Service Provider (Investment Company): (This section must be completed if you are participating in the Plan)

Investment Company	Amount Per Pay Period
1.	
2.	
3.	
<b>Total Per Pay Remittance</b>	

### Part 3. Agreement

The above named Employee agrees to modify his/her salary as indicated above. Employer agrees to transfer the above stated funds on Employee's behalf into the annuity or custodial accounts selected by 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.
- 2) This Salary Reduction Agreement may be changed with respect to amounts not yet paid.
- 3) This Salary Reduction Agreement may be terminated at any time for 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.
- 4) Omni will assume the responsibility for determining that service provider contracts are 403 (b) qualified.

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. 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.

----- IMPORTANT INFORMATION -----

1. Employer does not choose the annuity contract or custodial account in which your contributions are invested. Employer neither endorses any authorized TSA vendor, nor is responsible for any investments.
2. Employees are responsible for setting up and signing the legal documents to establish your annuity contract or custodial account.
3. In order to receive the expected tax results, Employees are responsible for investing in annuity contracts or custodial accounts that meet the requirements of Section 403(b) of the Internal Revenue Code. Omni will ascertain that vendors meet the requirements of section 403 (b).
4. Employees are responsible for naming a death beneficiary under annuity contracts or custodial accounts. This is normally done at the time the contract or account is established. Beneficiary designations should be reviewed periodically.
5. When provided all required information in a timely manner, Omni is responsible for determining that salary deductions do not exceed the allowable contribution limits under Applicable Law, and will complete MAC calculations as required by law.
6. Employees should ensure that Omni is notified of any distributions or loans from vendor.

**To be Completed by Employee**

**Part 4. Employee Signature (Please Return to The Omni Group unless otherwise advised by district)**

I certify that I have read this complete agreement and that my salary reductions do not exceed contribution limits as determined by Applicable Law. I understand my responsibilities as an Employee under this Program, and I request that Employer take the action specified in this agreement. I understand that all rights under the annuity or custodial account established by me under the Program are enforceable solely by my beneficiary, my authorized representative or me.

**Employee Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**To be Completed by Sales Agent/Representative**

**Part 5. Acknowledgment and Representation of Sales Agent/Representative (Not a Mandatory Requirement)**

I agree to comply with all pertinent written directives regarding the solicitation of Employees. A Maximum Allowance Calculation will be provided annually for Employees contributing more than \$15,500 (\$20,500 if over 50) or utilizing the "catch-up provisions". Furthermore, I agree to indemnify and hold harmless the Employer, any individual member of the governing board and the Employee participating in the 403(b) Program against any claims based on an error in the MAC I provided, except where the error is based upon erroneous information provided by Employer or Employee. Additionally, I will notify OMNI regarding any distributions or loan to participants.

**Sales Agent/Representative Name:** \_\_\_\_\_ **Phone** \_\_\_\_\_  
(Please Print)

**Address:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**To be Completed by Business Office**

**Part 6. Employer Section**

_____	_____	_____	_____
Contract Salary	# of TSA Pay Periods	TSA Effective/Change Date.	Date of Hire

**Employer Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**To be Completed by The Omni Group**

**Part 7. Omni Verification**

**Authorized Omni Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Omni Financial Group, Inc. □ 1099 Jay Street □ Rochester, NY 14611 □ (585) 436-OMNI

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