

**Duval County Public Schools, Florida  
Participation Agreement for Internal Revenue Code  
Section 457(b) Deferred Compensation Program**

Name of Company:
Payroll Reduction Code: <u>3</u> <u>7</u> _____

Employee's Name \_\_\_\_\_

Employee's Name		Social Security Number	Personnel #
Work Location	Deduction Frequency <input type="checkbox"/> 20 <input type="checkbox"/> 24 <input type="checkbox"/> 22 <input type="checkbox"/> 26	Position	

**Original 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 \_\_\_\_\_, 20\_\_\_\_ pay period.

**Amendment 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.

For **TERMINAL LEAVE PAYOUT**, deduct  \$ \_\_\_\_\_ or  Maximum Amount possible up to \$ \_\_\_\_\_

after payment of 401(a) (Bencor) Employer Contribution

STOP - Name of Company \_\_\_\_\_

Effective Date of Change \_\_\_\_\_, 20 \_\_\_\_

**"Catch-Up" Election (Available only for plan years in which less than the maximum deferral was made by the participant)**

I elect to use the 457(b) "catch-up" provision. I certify that I am now in my final three years of employment prior to my scheduled year of retirement. My retirement date is scheduled for \_\_\_\_/\_\_\_\_/20\_\_\_\_. **(REQUIRED) (Min Age 55, Max 70.5)**

Deduct equal amounts of \$ \_\_\_\_\_ per pay period beginning with the \_\_\_\_\_, 20\_\_\_\_ pay period.

The undersigned hereby agrees to the terms and conditions of the Duval County Public Schools Deferred Compensation Plan ("Plan") as such Plan now exists or is hereinafter amended and a copy of the Plan has been made available to them. This election shall continue until the undersigned makes a subsequent election as provided by the Plan.

I ( the Employee) understand and agree to the following:

My deferrals cannot begin sooner than the month following Participation Agreement approval. My accumulated deferrals will be held in trust by Duval County Public Schools for the exclusive benefit of participants and their beneficiaries until paid to me under the rules of the Plan. I realize I may not assign or transfer my rights under the Plan.

I am responsible for the accuracy of the excludable amounts stated in this Agreement. Any overstatement of the amounts excludable as a salary reduction in this agreement, or any other violation of the requirement of IRS Code Section 457 could result in additional taxes, interest, and penalties to the Employee.

I hereby authorize my Employer to reduce or suspend any deferrals established by this agreement, if in its opinion, the total annual deferral would exceed the maximum allowable limit in any calendar year. Should my deferral exceed the maximum limit, I authorize my Employer to disallow deferral of the excess amount and direct these amounts to be refunded to me.

Earnings, if any, will be applied to my accumulated deferrals in accordance with the Company and product I have selected. Neither the Employer, nor Trustees, nor agencies of the Employer shall be liable for the performance of the Companies or products selected by the Employee.

**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 \_\_\_\_ Duval County Public Schools, Florida

_____	_____
AGENT/REPRESENTATIVE NAME	AGENT/REPRESENTATIVE'S SIGNATURE
_____	_____
EMPLOYEE SIGNATURE	EMPLOYER SIGNATURE

Dated \_\_\_\_\_, 20\_\_\_\_ Dated \_\_\_\_\_, 20\_\_\_\_

**Important Notice**—For new business, the following ownership and beneficiary designations must be used:

Owner—"Duval County Public Schools " 457(b) Plan FBO (participant's name)"

Beneficiary—Any single or multiple beneficiaries named by the participant. **(Do not list Duval County Public Schools as a beneficiary)**

State laws require agencies that are required to collect employee Social Security numbers (SSN) to disclose the purpose for collecting the SSN. The Duval County School Board is allowed to collect SSN's when specially authorized by law to do so, or when the collection is imperative for the performance of the District's duties and responsibilities. Pursuant to Federal and State Laws, the District is collecting your Social Security number for the purpose of processing your Salary Reduction Agreement for your 403(b)/457(b) plans; this collection is Mandatory. If you do not provide us your SSN, DCPS cannot process your application/request. The Duval County School Board will not disclose your SSN to anyone outside of the District except as authorized by law.