

Salary Reduction Agreement / Vendor Selection

Plan Name ELKHART AND ST. JOSEPH COUNTIES HEAD START CONSORTIUM								
Participant Name						Social Security No.		
Address								
City					State		Zip	
Daytime Phone		Evening Phone			<input type="checkbox"/> Female	<input type="checkbox"/> Male	<input type="checkbox"/> Married	<input type="checkbox"/> Unmarried
Date of Birth		Date of Employment		Location		Number of Annual Pay Periods		
Email Address				Effective Date: <input type="checkbox"/> As soon as Administratively feasible <input type="checkbox"/> Specific Pay Date ____/____/____				

Elections

This is a change of Investment Provider Only. Please continue to apply my prior Salary Reduction Election

ELECTION	DEFERRAL TYPE	FIXED DOLLAR AMOUNT EACH PAY PERIOD	INVESTMENT PROVIDER NAME OR PRODUCT
<input type="checkbox"/> New Enrollment <input type="checkbox"/> Change <input type="checkbox"/> Discontinue	Pre-Tax Deferral Total	\$	AXA Equitable Equi-Vest Strategies

(Note: the total of the salary reduction contribution cannot exceed the elective deferral limits of IRC 402(g) and, if applicable, the 50+ catch up option.)

- Catch-up Contribution (Amount should be included in the boxes above):
- I elect to contribute \$ _____ under the Age-50 (or Older) Catch-up Election.

ACCOUNT INFORMATION

- My initial investment is a salary reduction contribution to be forward by my employer. My initial investment is a transfer of funds from another 403(b) account and my transfer approval is attached.
- Other (Describe):
- Rollover/Direct Rollover from another Plan and the Rollover Acceptance Form is attached.

INVESTMENT DIRECTION

Enter the whole percentage of contributions you wish to allocate to the investment options offered under this 403(b) Plan. Your allocation elections must total 100%. Once you make these elections and the election is forwarded to the company selected, you may be required to complete additional forms to establish an investment account.

Investment Company	Investment Type (Insurance Contract or Mutual Fund)	Percent to Allocate (In Whole Percentages)
AXA EQUITABLE	Insurance Contract	100%

AGREEMENT

By signing this Agreement, Employee agrees to modify his/her salary as indicated above and Employer agrees to contribute this amount on Employee's behalf into the 403(b) annuity or custodial account(s) selected by Employee and authorized by the Employer properly identifying pre-tax contributions for proper allocation to segregated accounts by the Service Provider(s). It is intended that the requirements of all applicable state and federal regulations (Applicable Law) will be met.

Employee understands and agrees that this Agreement:

1. Is legally binding and irrevocable with respect to amounts paid or available while it is in effect; however, is effective only for amounts not yet earned or made available.
2. 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;

Employee further agrees that:

- In conjunction with his/her Employer, he/she is responsible for determining that his/her salary reduction amount does not exceed the limits of the Applicable Law.

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- He/she is responsible for the accuracy of information provided by Employee, which is used in determining Employee's maximum annual contribution limit;
- Employer has no liability for any losses suffered by Employee that result from his/her participation in the 403(b) plan;
- He/she acknowledges that Employer has made no representation to Employee regarding the advisability, appropriateness or tax consequences of the purchase of the 403(b) plan. Nothing herein shall affect the terms of employment between Employer and Employee.
- This agreement supersedes all prior 403(b) salary reduction and/or deduction agreements and shall automatically terminate if employment with Employer is terminated.

Important Information

- Although Employer must authorize Service Providers, Employer does not choose the annuity contract(s) in which 403(b) contributions are invested.
- Employees are responsible for setting up and signing the legal documents to establish the annuity contract, except for certain group annuity contracts under which Employer may be required to establish the contract.
- In order to receive the expected tax results, Employees are responsible for investing in annuity contracts that meet the requirements of Section 403(b) of the Internal Revenue Code.
- Employees are responsible for naming a death beneficiary under the 403(b) plan. This is normally done at the time the annuity contract is established. Beneficiary designations should be reviewed periodically.
- Employers are responsible for all distributions and any other transactions with the Service Provider. All rights under the annuity contracts are enforceable solely by Employee, Employee's beneficiary or Employee's authorized representative. However Employer has certain responsibilities under the 403(b) Plan with respect to the integrity of the transactions for the Plan and may require an authorized representative from the Employer (or this Designee) to approve any requested transaction by Employees. Employee must cooperate directly with Service Provider, Employer, or their Designee, as directed by Employer to transfer contract(s) to another Service Provider, begin distributions, make loans, exchanges or otherwise access 403(b) plan assets.
- Employees are responsible for determining that salary reductions do not exceed the allowable contribution limits under Applicable Law. References herein to elective deferral limits are based on the 2009 limits. In subsequent years, the basic limit and the age 50+ catch up option are indexed in \$500 increments and will increase over time.

Employee Signature

- 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 also certify that I am eligible for the catch up election above. I understand my responsibilities as an Employee under the 403(b) plan, and I request Employer to take the action specified in this Agreement. I understand that there may be an excess contribution to my 403(b) if I also own more than 50% ("control") of another business. In such event, the maximum contribution to all plans that I control and my 403(b) accounts or annuities for 2009 may not exceed \$49,000 (if I am under age 50) and \$54,500 (if I am 50 or older by the end of 2009). I understand that my Employer is responsible for knowing that I may control another business and I understand that I must notify my Employer that I have control of another business to ensure that I have not exceeded this maximum amount of contribution.

Check here if you control another business or company.

I understand that all rights under the annuity established by me under the 403(b) plan are enforceable solely by me, my beneficiary or my authorized representative. I also understand that no later than January 1, 2009, my Employer will have a 403(b) Plan in place that will require my Employer, or their designee to authorize certain distributions and loans, and that it will not be solely my responsibility to authorize such another Service Provider if such information is necessary for compliance purposes or to effectuate such transactions as I may request. By signing this Agreement, I authorize any Service Provider, or their delegee to provide information on my Account to Employer or delegee.

<i>Participant Signature</i>	<i>Date</i>
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Employer hereby agrees to this Salary Reduction Agreement, agrees that the Employee's salary reduction and deductions, based on all information available, do not exceed contribution limits as determined by Applicable Law and further agrees to identify both the pre-tax contributions and the after-tax contributions at the time of remittance to the selected Service Provider(s).

<i>Employer Signature</i>	<i>Name and Title</i>	<i>Date</i>
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