



This Salary Contribution Agreement ("Agreement") is entered into between the undersigned employee ("Employee") of the employer identified below ("Employer") and the Employer in order for salary reduction contributions to be made to the 403(b) accounts under the Tax-Deferred Retirement Account of the Pension Fund of the Christian Church (Disciples of Christ) ("TDRA") and/or the Pension Fund of the Pension Fund of the Christian Church (Disciples of Christ) ("Pension Fund") in accordance with Internal Revenue Code Section 403(b). Participation in the TDRA and/or Pension Fund is subject to the terms of those plans, as amended from time to time.

**I. AUTHORIZATION TO MAKE SALARY REDUCTION CONTRIBUTIONS**

**IMPORTANT: YOUR ELECTIONS MUST BE CONSISTENT WITH THE ELECTIONS MADE ON YOUR PENSION PLAN OR TDRA ENROLLMENT FORM, AS APPLICABLE, AND THE EMPLOYER PARTICIPATION AGREEMENT.**

I hereby direct my Employer to reduce my salary on a *pre-tax basis* by:

- \$ \_\_\_\_\_ *or* \_\_\_\_\_% (*may be any whole dollar amount or percentage*) **per pay period** and to contribute this amount **to the TDRA**.
- \_\_\_\_\_% (*may be any whole percentage*) **per month** and to contribute this amount **to the Pension Plan**.

I understand that my total salary reduction contributions for a calendar year generally cannot exceed the limit under Internal Revenue Code Section 402(g) (\$18,000 for 2017, indexed for cost of living thereafter). If I elect to reduce my salary by more than this general dollar limit for a calendar year, I am doing so under one of the following catch-up rules (*complete as applicable*):

- I have completed 15 years of service with my Employer (and, if my Employer is a church, with any other church or organization that is in the same church-related organization or that is controlled by that church-related organization), and am eligible to contribute an additional amount up to the 15 years of service catch-up limit (up to \$3,000, depending on my prior salary reduction contributions). *This catch-up, if applicable, must be used before the age-50 catch-up.*
- I am age 50 or over, or will be age 50 before the end of the calendar year, and am eligible to contribute an additional amount up to the age-50 catch-up limit (\$6,000 for 2017, indexed for cost of living thereafter).

**Please see reverse side of this Agreement for information regarding the applicable Internal Revenue Code limits.**

**II. EFFECTIVE DATE OF AGREEMENT**

I understand that this Agreement will be effective as of the first pay period on or after \_\_\_\_\_ or, if later, the first pay period following the date I return a completed Agreement to my Employer. I understand that this Agreement applies only with respect to salary paid or made available to me after its effective date and is legally binding and irrevocable with respect to amounts paid or made available to me while the Agreement is in effect.

**III. DURATION OF AGREEMENT**

I understand that this Agreement will continue from year to year unless I change or terminate it. I can change the Agreement at any time by submitting a new Agreement to my Employer, and the change will be effective as provided in that new Agreement. I can terminate the Agreement at any time by written notice to my Employer. My Employer may reduce or discontinue my salary reduction contributions in any year in which this Agreement is in effect if necessary to comply with applicable provisions of the Internal Revenue Code. This Agreement will automatically terminate if I terminate employment with my Employer or my Employer terminates its participation in the TDRA and/or Pension Fund, as applicable.

**IV. EMPLOYEE SIGNATURE**

I have read the information on the back of this Agreement and represent that I understand the same. I agree to follow the rules and procedures of my Employer, the TDRA or Pension Fund, as applicable, and Pension Fund of the Christian Church.

**Employee Signature** \_\_\_\_\_ **Date** \_\_\_\_/\_\_\_\_/\_\_\_\_  
**Printed Name** \_\_\_\_\_

**V. ACCEPTANCE BY EMPLOYER**

I, an authorized representative of the Employer, certify that (i) a Participation Agreement has already been submitted on behalf of the Employer or is being submitted contemporaneously with this Agreement, (ii) salary reduction contributions will be remitted to Pension Fund of the Christian Church as soon as administratively practicable but no later than 15 business days following the month in which the contributions are withheld from the Employee's pay, and (iii) the amounts set forth above do not violate the contribution limits for the current calendar year.

**Employer Representative Signature** \_\_\_\_\_ **Date** \_\_\_\_/\_\_\_\_/\_\_\_\_  
**Printed Name** \_\_\_\_\_

### **APPLICABLE CONTRIBUTION LIMITS**

- I understand that Internal Revenue Code ("Code") Section 402(g) limits my salary reduction contributions under this Agreement to a "dollar limit". The general dollar limit is \$18,000 for calendar year 2017 (this dollar limit will be adjusted by cost of living increases thereafter). However, my actual dollar limit may be higher than the general dollar limit if I have 15 years of service with my Employer and/or certain former employers or if I will be 50 years old (or older) by the end of the calendar year.
- If, before this year, I have completed 15 years of service with my Employer and/or with any other church or organization that is in the same church-related organization or that is controlled by the same church-related organization ("Former Employers"), I understand that I may make "catch-up" salary reduction contributions in excess of the general dollar limit up to the lesser of (1) \$3,000 over the general dollar limit or (2) \$5,000 times my years of service with my Employer and Former Employers minus *all* of the salary reduction contributions I have made to the TDRA, Pension Plan, and any other retirement plans sponsored by my Employer or Former Employers in previous years. The maximum lifetime limit is \$15,000 for salary reduction contributions made under this special rule above the general dollar limit. These catch-up salary reduction contributions are referred to as a "15 years of service catch-up," and must be made before age 50 catch-up contributions, discussed below.
- If I will be at least 50 years old by the end of the calendar year, I understand that I may make additional "catch-up" salary reduction contributions above the general dollar limit and the 15 years of service catch-up (discussed above). These additional catch-up salary reduction contributions, which are referred to as "age 50 catch-up contributions," are provided under Code Section 414(v). I understand that the amount of the age 50 catch-up contributions that I may make above the general dollar limit is up to an additional \$6,000 for 2017 (this dollar amount will be adjusted by cost of living increases thereafter).
- I understand that the dollar limit, with all appropriate adjustments described above, applies to any contributions I make on a pre-tax basis or Roth basis in a calendar year to any retirement plans in which I participate (not including deferred compensation plans or flexible benefit plan contributions), including plans maintained by other employers.
- I understand that, if my salary reduction contributions to the TDRA, Pension Plan, and any other retirement plans exceed the dollar limits, with all appropriate adjustments described above, in any calendar year, the excess will be taxable both in the year the contribution was made and in the year of distribution unless I timely request to have the excess returned to me. To have the excess returned to me, I must notify my Employer and Pension Fund of the excess before March 1 of the year following the year in which the excess contribution was made (e.g. March 1, 2017 for excess amounts deferred in 2016). If the notice is timely given, Pension Fund will distribute the excess amount of the contribution (with any accrued earnings) to me on or before April 15 of the year following the excess contribution.
- I understand that my salary reduction contributions to the TDRA, Pension Plan and any other retirement plans for each year are also limited, except as permitted under Code Section 414(v) allowing age 50 catch-up contributions, by the general rules of Code Section 415 to the lesser of \$54,000 for 2017 (this dollar amount will be adjusted by cost of living increases thereafter) or 100% of my compensation.

### **ADDITIONAL REPRESENTATIONS**

- I understand that this Agreement is legally binding and irrevocable with respect to amounts earned while the Agreement is in effect. Therefore, amounts previously withheld from my pay under the terms of this Agreement cannot be returned to me unless I am eligible for a distribution under the terms of the TDRA or Pension Plan, as applicable.
- I authorize my Employer to release to or obtain from Pension Fund any information that it may reasonably require in order to calculate my contribution limits or to administer my accounts under the TDRA or Pension Plan, as applicable.
- I understand that nothing contained in this Agreement shall be deemed to constitute an employment agreement, and nothing contained herein shall be deemed to give me any right to continued employment with my Employer.
- I acknowledge that my Employer does not warrant the performance or the appropriateness of any investment and will not be responsible for any penalties or tax consequences resulting from this Agreement.

#### **Pension Fund of the Christian Church**

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