



Electronic Salary Reduction Agreement - Texas Optional Retirement Program (ORP)

By completing this electronic enrollment at TheRetirementSolutionOnline.com provided by JEM Resource Partners, I hereby agree that:

I understand that the decision not to become a member or not to continue membership in the Teacher retirement System of Texas (TRS) is irrevocable as required by law, unless I become an eligible employee in the Texas Public School System, other than in a Texas institution of higher education, or before my vesting date I become employed in a position not eligible for continued participation in the ORP. By electing to participate in the ORP, I relinquish all rights to TRS benefits that were previously accrued. I also understand that any previous contributions to TRS may not be rolled over to the ORP account, but must be 1) refunded to me (with all tax consequences the responsibility of the Employee) or 2) rolled into an IRA account.

I acknowledge that no contract issued under the ORP may provide for loans, cash surrenders, or contain any other provision which permits the availability of benefits prior to the attainment of age 70 ½, termination of employment, retirement (including disability retirement), or death. An ORP Employee may transfer an ORP account only to a corresponding ORP account with a carrier approved by my Employer.

- (1) I agree that I have made a one-time irrevocable election to participate in the ORP instead of the Teacher Retirement System of Texas (TRS) defined benefit pension plan within the 90 day eligibility period after I was first employed by a Texas public institution of higher education in accordance with Texas and my Employer's rules for enrolling in and electing to participate in the ORP.
- (2) I further agree that I have read the publication titled "An Overview of TRS and ORP For Employees Eligible to Elect ORP" published by the Texas Higher Education Coordinating Board (HECB) and available on the HECB and JEM/ESC Region 10 RAMS websites.
- (3) I acknowledge that:
 - a. My Employer has no responsibility or liability for my choice of investment and/or annuity product(s) to which my contributions shall be directed,
 - b. I am responsible for providing accurate personal information to my Employer,
 - c. I will not request or receive any distributions of any kind from my ORP accounts that are not approved by the Plan Administrator*,
 - d. If I contribute to a 401(k) or 403(b) plan with another employer I agree to inform the Plan Administrator of any such contributions to another employer's plan,
 - e. This Agreement replaces any and all prior or existing 403(b) ORP Employee contribution agreements by and between my Employer and me,
 - f. This Agreement shall be renewed automatically each Plan year unless cancelled by me in writing and,

I hereby authorize the Employer sponsoring my plan, (the "Employer") to:

- (1) Modify my employment contract, if any, and reduce my compensation as provided by my elections on TheRetirementSolutionOnline.com website (this "Agreement"),
- (2) Deduct the amount specified above from my pay as provided under the statutes of the State and
- (3) Contribute the amount by which my compensation has been reduced to the 403(b) account(s) specified in this Agreement (without the withholding of federal income taxes) on my behalf in lieu of compensation as provided by Section 403(b) of the Internal Revenue Code of 1986, as amended, (the "Code").

*The Plan Administrator is JEM Resource Partners (JEM). In Texas, many of the 403(b) plans administered by JEM are under the ESC Region 10 RAMS program. If you are in the Region 10 RAMS program, the website is www.region10rams.org. The websites are easily accessible from www.jemtpa.com.