

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

Name of Company—457(b) Product Provider

Employee's Name	Personnel Number
Work Location	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 the _____, 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.

Suspend _____ Effective Date of Suspension _____, 20__

NAME OF COMPANY

One Time Terminal Pay, Annual Leave Pay or Bonus Pay \$ _____

The undersigned hereby agrees to the terms and conditions of the Orange 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. The employer hereby authorizes on the provider company to issue an annuity contract or custodial arrangement for the benefit of the participant without the signature of the employer provided that the owner of the annuity contract or custodial arrangement is designated as the employer's 457 Deferred Compensation Plan.

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

The deferral indicated above will not begin prior to the 1st day of the month in which this form is submitted to and accepted by the employer. My accumulated deferrals will be held in trust by the Orange County School Board 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.

AGENT PHONE NUMBER: _____ Effective Date of this Agreement _____, 20__.

_____ AGENT / REPRESENTATIVE NAME _____ AGENT / REPRESENTATIVE SIGNATURE Orange County Public Schools, Florida

_____ EMPLOYEE SIGNATURE _____ EMPLOYER SIGNATURE

Dated _____, 20__ Dated _____, 20__

Important Notice- A copy of the account application must accompany this agreement and the following ownership and beneficiary designations must be used:
Owner - "Orange County Public Schools' 457(b) Plan FBO (participant's name)"

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