

## SECTION 125 CAFETERIA PLAN COMPENSATION PRE-TAX AGREEMENT AGNES SCOTT COLLEGE

THIS AGREEMENT entered into this 1st of July, 2018 through the 30th of June, 2019 between AGNES SCOTT COLLEGE (the "Company"), and

**\*Required Information**

<small>*Employee Name (First, MI, Last)</small>	<small>*Social Security Number</small>
<small>*Mailing Address</small>	<small>Email Address</small>
<small>*City</small>	<small>*State</small> <small>*Zip</small>
<small>*Date of Birth (mm/dd/yyyy)</small>	<small>Gender</small> <small>*Date of Hire (mm/dd/yyyy)</small>
<input type="radio"/> Male <input type="radio"/> Female	<small>Daytime Phone</small>
<input type="radio"/> Open Enrollment <input type="radio"/> New Hire	
<small>*Enrollment Type (check one)</small>	

WITNESSETH:

WHEREAS, the Company has heretofore established a Cafeteria Plan ("The Plan") for the benefit of its Employees; and

WHEREAS, the Employee desires to participate in the Plan:

NOW, THEREFORE, in consideration of the mutual promises contained herein and the mutual benefits to be derived, the Company and the Employee are agreed as follows:

1. The Employee elects to participate in the Plan.
2. The Employee elects to have his/her compensation during each pay period reduced by the amounts indicated below in this Agreement.
3. The Company shall each period apply a portion of the Compensation Reduction Amount to the purchase of non-taxable benefits provided in the Plan as follows:

What is your pay frequency? (*please check one*):

- Weekly (52)   
  Bi-Weekly (26)   
  Semi-Monthly (24)   
  Monthly (12)

	BENEFIT	ANNUAL ELECTION	PAY PERIOD ELECTION <small>(annual election/# of pay periods in the Plan Year)</small>
A	Health Care Reimbursement Account	\$	\$
B	Dependent Care Reimbursement Account	\$	\$
C	Debit Card <input type="radio"/> Yes <input type="radio"/> No		



**IMPORTANT NOTICE**

4. The Agreement to pay for insurance premiums on a tax free basis will continue in effect from Plan Year to Plan Year until the earliest of the following occurs:
  - A. The Plan is terminated.
  - B. The date on which the Employer ceases its present group coverages; or,
  - C. The date on which the Company discontinues a benefit under the Plan which the Employee has selected; but the Employee may elect, in lieu of revocation, to elect other non-taxable benefits to replace the benefit being discontinued; or,
  - D. The date the Employee has a change in status which would qualify for a change in the election. A change in status would include marriage, divorce, birth, death, adoption, change in employment status, or other such changes approved from time to time by the Plan Administrator.
  - E. Notice from the Employee, to be effective for the next following Plan Year.
  
5. This Agreement may be modified in the event that the Company offers additional benefit opportunities. In such event, the Employee shall be entitled within thirty (30) days after such additional benefit is offered, to modify this Agreement to reapportion the Compensation Reduction Amount between non-taxable benefits.
  
6. Non-taxable benefits under this Plan are not covered by the Federal Insurance Contribution Act and may ultimately reduce Social Security benefits to which the Employee would otherwise be entitled.
  
7. Reimbursements for benefit provided under the Health Care Reimbursement and/or Dependent Care Reimbursement Account will be provided only when receipts representing qualifying expenses are submitted to the Plan Administrator.
  
8. Elections for the Health Care Reimbursement and/or Dependent Care Reimbursement Account will not continue in force from year to year. A new election must be made at the beginning of each Plan Year.

<b>ENROLLMENT</b> (check both circles and sign, if enrolling)	<b>DECLINATION</b> (check the circle and sign if you are declining)
<input type="radio"/> I agree to be bound by the provisions of the Plan.	<input type="radio"/> I understand the benefits offered to me through the Cafeteria Plan and wish to decline.
<input type="radio"/> I understand that if I am paid weekly, I will be reimbursed on a bi-weekly basis.	
<div style="display: flex; justify-content: space-between;"> <span>Employee Signature</span> <span>Employee Printed Name</span> <span>Date</span> </div>	

