

**VALENCIA COMMUNITY COLLEGE  
PAYROLL DEDUCTION AUTHORIZATION FORM FOR 457 ACCOUNTS**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Valencia Community College and \_\_\_\_\_(print employee name), the parties agree as follows:

**COMPLETE THIS SECTION TO START A 457 SALARY DEFERRAL:**

1. Effective with the amounts earned by the undersigned employee, while the agreement is in effect, on or after the first day of \_\_\_\_\_, 20\_\_\_\_, the College shall reduce the employee's salary **before taxes** by \$\_\_\_\_\_(amount of monthly reduction of salary). The College will pay this amount to **BENCOR** in semi-monthly installments for the purchase of tax-sheltered investments in a **457** plan which qualify and satisfy the requirements of Section 457 of the Internal Revenue Code, as amended. Contributions shall not exceed 457, 415, or 402(g) limits, whichever is least.

**CHANGE IN EXISTING 457 SALARY DEFERRAL OR CONTRIBUTIONS (check one):**

- 2.
- \_\_\_\_\_ Increase      From \_\_\_\_\_ /per month      to \_\_\_\_\_ /per month
- \_\_\_\_\_ Decrease      From \_\_\_\_\_ /per month      to \_\_\_\_\_ /per month
- \_\_\_\_\_ Suspend

Any change or termination of this agreement shall be effective only with respect to amounts not yet earned at the time of said termination; and provide further that any such agreement or amendment thereto for initiation, change, or termination of a salary (increase) (decrease) may be made only as permitted under Section 457 of the Internal Revenue Code, as amended.

3. This agreement shall be legally binding and irrevocable as to both of the parties while employment continues; provided; that either party may terminate this agreement by giving notice in writing at least thirty (30) days prior to the effective date of said termination; in the event the amount of earnings due the undersigned Employee during any regular pay period shall be insufficient to pay the corresponding installment (as noted in paragraph 6 of this agreement), or in the event the College fails because of error to make said reduction, then the amount of reduction provided for in paragraph 1 or 2 of this agreement shall be reduced by the amount of said installment or installments not made to **BENCOR** through insufficiency or through error as provided.

4. This amendment to the undersigned employee's employment contract shall remain in full force for the duration of said employment contract unless specifically changed or terminated in accordance with the provisions of paragraph 3 as stated. Any change in this agreement must be made in writing to the Company with a copy to the Employer and becomes effective upon receipt by the Employee from the Company.

5. That the College shall be held harmless from liability or responsibility from either the employee or the provider (Company) of the tax-sheltered plan except to show that the payments have been remitted for the purposes for which they have been deducted from the salaries or wages of the employee. Further, the College is not representing to the employee the soundness of the investment program nor the availability of tax benefits to the employee from participating in such a plan.

6. The amount of the undersigned employee's salary reduction, which shall be paid to **BENCOR**, will be dispersed in the following manner: In 24 installments of \_\_\_\_\_(pay period amount) beginning \_\_\_\_\_(next available pay date based on date of receipt of completed paperwork).

Employee ID Number & Signature: V \_\_\_\_\_ Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ DATE: \_\_\_\_\_

This form to be submitted to Human Resources, Benefits, (Mail Code 3-33) with a copy of the Bencor application(s) attached unless this is a change to an existing reduction. New reductions without the Bencor application(s) will not be processed.