



SALARY DEFERRAL AGREEMENT
403 (b) CUSTODIAL ACCOUNT

This is an: _____Original Authorization _____Amended Authorization (____Increase ____Decrease ____Change of Carrier)

By this Agreement made between _____ (Employee) and Lehigh Carbon Community College (Employer) the parties agree as follows:

Commencing with the paycheck dated _____, I hereby authorize my employer to reduce each of my regular payroll checks by the sum of \$_____ or _____% to cover the cost of my tax-sheltered investment. This sum shall be paid over to the following company(s) in accordance with the provisions of Section 403 (b) of the Internal Revenue Code and as indicated below:

- _____ for \$_____ or _____% per _____ pay
(Name of TSA Company) (Contribution)
- _____ for \$_____ or _____% per _____ pay
(Name of TSA Company) (Contribution)
- _____ for \$_____ or _____% per _____ pay
(Name of TSA Company) (Contribution)

I fully understand that the reduction from my salary, and the transmittal of that amount to the company(s) named above is an accommodation to me by the College. The College and its officers, employees, Board of Trustees and Agents have no responsibility to, and have not and will not investigate or approve the company(s) to which I wish to transmit the sum, the appropriateness of my reduction(s), the financial strength or investment performance of the company(s) or any other matter concerning this reduction and transmittal or the investment. It is my sole responsibility to investigate and satisfy myself as to all of the matters mentioned in the sentence above, and all matters concerning my investment decision.

This Agreement shall be legally binding and irrevocable as to each of the parties hereto while employment continues; provided, however, that either party may terminate this Agreement as of the end of any month, so that it will not apply to salary subsequently earned, by giving at least thirty days written notice of the date of termination.

I acknowledge that the College, its officers, employees, Board of Trustees and Agents have not participated in the reduction and investment decision, and that I have not relied upon the College, or any of the above mentioned, in making this decision.

I further acknowledge that it is my sole responsibility to determine the maximum amount allowed as the "exclusion allowance" as it is defined in Sections 403 (b), 402 (g), 415 of the Internal Revenue Code, and the regulations thereunder, including any change mandated by future changes in the law or regulations. For employees age 50 or older, tax deferring an additional catchup contribution, this amount must not exceed the statutory limitation under IRC 414(v). The College shall rely upon my decision concerning the amount to be reduced, and the College shall not verify the correctness of this decision. The College has made available to me such information that it has within its records which I requested in order to make that determination.

In addition to all of the above, I further agree that the College, its officers, employees, Board of Trustees and Agents are released and relieved of any responsibility relating to my decisions, and that I will indemnify and hold harmless them and any of them, against any liability, cost or expense that may be incurred or asserted against them or any of them that may arise out of any of the decisions set forth in this Agreement, and which are my sole responsibility. The decisions made herein, the release and indemnification shall all be binding upon me, my administrators, executors, successors, heirs and assigns.

I have signed this Agreement after reading same, and reaffirm I do so with the full intent to be legally bound.

Accepted for the Employer By:

_____/_____
Employee's Signature / Date

_____/_____
Designated Official / Date

Print Employee Name