

# Peralta Community College District 457 Plan

## Plan Highlights

**Introduction:** Peralta Community College District is pleased to offer the 457 Plan to help eligible employees save for retirement. The plan allows you to save on a tax deferred basis. Plan oversight and administration is provided by MidAmerica.

This Plan Highlights outlines the key provisions of the plan as well as who to contact to sign up, for plan or investment related questions, or other information. We encourage you to seriously consider taking advantage of this valuable benefit to help enhance your financial future.

### **Eligibility:**

- **Employee Contributions:** All Employees are eligible to contribute to the 457 plan.

**Entry Date:** Employees are able to enroll in the Plan immediately upon commencing employment with Peralta Community College District.

### **Contribution Types:**

- **Employee Contributions:** Generally, you can contribute up to 100% of your income up to \$16,500 (in 2011). You may be eligible to contribute an additional \$5,500 if you are age 50 or older.

### **Vesting:**

- **Employee Contributions:** You are always 100% vested in your own contributions, plus earnings.

**Withdrawal Options:** (Subject to each vendor's policies. Check with your vendor for availability.)

- **In-Service Withdrawal:** If you have not made a salary deferral to the 457(b) plan in the last two years and your account balance is less than \$5000.00 or if you are age 70 1/2.
- **Separation of Service:** Possible 10% penalty if under the age of 59½. Various payment options are available.
- **Loans:** Tax-free loans enable you to access your account without permanently reducing your account. You may have only one outstanding loan, with no minimum loan amount. The loan amount is limited to 50% of your elective deferral vested account balance. Loans must be repaid within 5 years, or 15 years for a principal residence. Loans not repaid in accordance with the repayment schedule will result in taxation of the outstanding loan amount and a possible 10% penalty.
- **Unforeseeable Emergency:** You may take an Unforeseeable Emergency Distribution. Unforeseeable Emergency Distributions are limited to the amount you have contributed to the plan and are only permitted for limited financial circumstances that must be substantiated.

**Fees:** MidAmerica charges an annual administration fee of \$20. Some of the approved investment providers have agreed to pay the fee for Participants. If you have selected an investment provider that has not agreed to pay the fee, the fee will be deducted from your contribution pro-rata prior to being remitted to your provider.

**Investments:** A list of approved vendors is provided at [www.spokeskids.com/PeraltaCCD](http://www.spokeskids.com/PeraltaCCD).

### **Please Contact:**

- **Vendor:** For forms such as distribution, loans, or hardships, account balances and to transfer funds.
- **MidAmerica Administrative & Retirement Solutions, Inc.:** For any plan related questions, to start or stop a contribution, or change your deduction please call 866-873-4240 or visit [www.spokeskids.com/PeraltaCCD](http://www.spokeskids.com/PeraltaCCD).

**Please mail all forms to:** MidAmerica Administrative & Retirement Solutions, Inc.  
Attn: 457 TPA  
211 E. Main Street, Suite 100  
Lakeland, FL 33801

*Please refer to the Plan Document for more information on the Plan.  
In the event of a discrepancy, the Plan Document will prevail.*



**MidAmerica**

Administrative & Retirement Solutions, Inc.

211 East Main Street, Suite 100, Lakeland, FL 33801

Toll-Free: 866.873.4240 ♦ Fax 863.688.4466 ♦ [www.midamerica.biz](http://www.midamerica.biz)



# SRA – SALARY REDUCTION AGREEMENT 457(b) (DCP) Plan

This Agreement must be signed by the Employee and received by the Plan Administrator. If you participate in multiple 457(b) Defined Contribution Plan (DCP) accounts, all salary reductions must be on one SRA form. This Agreement is not effective until approved. This Agreement is irrevocable by the Employee as to any salary or amounts paid, but may be terminated or changed as to salary not yet paid. Compensation to be paid to this Employee shall be reduced by the sum indicated below per pay period starting with the compensation to be paid on the date requested below, or the first available payroll period after all requirements are satisfied.

*\*Note: There is an administrative charge that will be deducted from your contribution amount listed below prior to being remitted to your provider.*

**THIS AGREEMENT SUPERCEDES AND REPLACES ALL PRIOR DCP/457(b) SALARY REDUCTION AGREEMENTS – INCLUDING THE AMOUNT(S), PROVIDER(S), AND EFFECTIVE DATE(S).**

Check here if you are contributing to another retirement plan:

<b>EMPLOYER NAME:</b>			
Employee Name		Social Security Number	Date of Birth
Phone (Day)	Phone (Home)	Mailing Address	
Email Address		# of Salary Reductions:	Date of Hire
		<input type="checkbox"/> bi-weekly	<input type="checkbox"/> Classified
		<input type="checkbox"/> 10-months <input type="checkbox"/> 11-months <input type="checkbox"/> 12-months	<input type="checkbox"/> Certificated

**DCP/457(b) PLAN**

- This is to Initiate a New 457(b) Salary Reduction Agreement (Check only if not currently participating)
- This is to Change the Amount of my currently existing 457(b) Salary Reduction Agreement
- This is to Change my Company/Provider
- This is to Terminate my 457(b) Salary Reduction Agreement (Indicate below the Effective Date & Company/Provider Name)

<b>Monthly Amount \$</b> _____ <b>Effective with my payroll date (mm/dd/yyyy)</b> _____, 20____
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The Employer in accordance with the Employer's 457(b) Plan shall transmit the above in the following manner:

**Company/Provider Name:**

\$ \_\_\_\_\_ To: \_\_\_\_\_ Account # \_\_\_\_\_

\$ \_\_\_\_\_ To: \_\_\_\_\_ Account # \_\_\_\_\_

\$ \_\_\_\_\_ To: \_\_\_\_\_ Account # \_\_\_\_\_

EMPLOYEE ACKNOWLEDGES that Employee has read, understands, and agrees to the terms and conditions set forth on the reverse side of this form. Employee further understands that a termination of salary reduction contributions to a provider that has not complied with or maintained registration in IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto and the Employee has read and understands the terms and conditions listed on the reverse side of this form.

**\*I acknowledge that if I have selected a provider that has not agreed to pay the administrative charge, a monthly administrative charge of \$20.00 per year will be withheld pro-rata from the salary deferral amount indicated above prior to being remitted to my provider.**

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**ADVISOR/BROKER INFORMATION:**

Agent/Broker Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**It is Hereby Agreed** by the Employer and the Employee that the certain valid existing employment contract (written or otherwise) made and entered into by and between the Employer and Employee be amended by salary reduction in the manner described above, and this Salary Reduction Agreement be incorporated therein by reference and made a part thereof as if set out therein in full, as of the date of this Salary Reduction Agreement ("agreement").

This Agreement supersedes and replaces all previous Agreement(s) naming the providers designated above. Employee agrees that no more than one 457 (b) Salary Reduction Agreement may be in effect at any time, listing all DCP/457(b) accounts to which payments are made by the Employer, and that this Agreement can only be effective with respect to compensation not yet received by or made available to the Employee.

1. Employee releases any rights, present and future, to receive payment from the Employer of sums resulting from such Agreement in any form except (a) the right of the Employee's estate to receipt of sums so paid at death, or (b) the right to the Employee upon termination of employment by reason other than death, to personally receive all or any part of the amount specified for which service has been rendered but which has not been transmitted to the designated provider(s).
2. This Agreement shall automatically apply to the employment contract entered into between the Employer and Employee for each succeeding calendar year unless amended or terminated by a thirty (30) day written notice to the Administrator of the Plans.
3. Employee acknowledges that:
  - a. For purposes of this Agreement, the "Accommodating Parties" are the Employer, its governing board, the County Superintendent of Schools, and officers and employees respectively. The Accommodating Parties do not recommend to any individual employee participation in the DCP/457(b) Plan. The fact that a particular investment option may be available under the Employer's DCP/457(b) Plan does not constitute an endorsement, recommendation, or approval of any kind by any of the Accommodating Parties, and they do not warrant any particular tax consequence to the employees who elect to participate.
  - b. Employer agrees to contribute any amounts on Employee's behalf into the 457(b) investment option(s) selected by Employee with the proper identification of pre-tax contributions to aid in proper allocation to segregated accounts by the Service Provider(s). It is intended that the requirements of all applicable state and federal tax rules and regulations (Applicable Law) will be met.
  - c. Any amounts held under the DCP/457(b) Plan shall be subject to the terms of the Plan Document, and amounts held in either the 457(b) Plan for Employee shall be subject to federal and state statutes, and to any terms, conditions and restrictions imposed by any investment option in which Employee's deferrals are invested. Any amounts contributed to the 457(b) Plan, and the earnings thereon, shall be held in Trust as defined in Section 401(f) of the Code for the exclusive benefit of Employee and Employee's beneficiary or in an annuity contract or custodial account as defined in IRC 401(f).
  - d. Employee has elected to participate, and has determined the amounts of salary reduction and the investment options into which such amounts shall be invested, and has not relied in any manner on the Accommodating Parties.
  - e. In selecting among the available investment options, Employee understands that equity-based options may result in loss of all or a portion of the contributions, and other types of accounts may include surrender or withdrawal charges for a specific period of time.
  - f. The Salary Reduction Contribution Amounts ("SRCA") selected by Employee do not exceed the maximum allowable contribution ("MAC") limits that may be excluded from gross income under the applicable provisions of the Tax Code regardless of the number of accounts to which contributions are being made; and Employee further agrees that Employer or designee may amend the SRCA and/or suspend any portion thereof, so as to not permit the Employee to exceed his/her MAC limits, and authorizes Employer or designee to then resume the previous SRCA effective with the first payroll period of the following tax year; and Employee further acknowledges that Administrator and/or Employer may require corrective distributions if Employee's MAC limits are exceeded.
  - g. Employee acknowledges that the Administrator and/or Employer may terminate this Agreement at any time in the event the employee, or the provider of the investment options under the Plans, fails to comply with the 457(b) Plan federal and state regulations and/or the procedures and/or rules established by the Administrator and/or Employer. This will include violation of any other applicable Agreements with the Employer.
  - h. Employee certifies that he or she has received a prospectus (in the case of an equity investment option) or similar disclosure document, including, if applicable, a copy of the annuity contract and understands any applicable sales and/or management fees or other charges.
4. Employee agrees that the Accommodating Parties shall have no liability whatsoever for any loss suffered by the Employee with regard to the selection of a provider and its investment options; or the solvency, operation of, or benefits provided by said provider; nor liability for any loss suffered by Employee by reason of the transmittal of any funds pursuant to this or any other Agreement.
5. Employee acknowledges that there are rules set forth in IRC Sections 457(b), 402(g), 415 (c), and 414(v) of the Code that limit the maximum amount of salary reduction that can be made in any calendar year; that Employee, Employer, and/or Administrator may require knowledge of the Employee's current and past participation in salary reduction programs of the Employer and/or any other employer to determine the MAC limits.
6. The Employee agrees to hold harmless and indemnify the Accommodating Parties from any and all damages that may result from Employee's participation in the Employer's DCP/457(b) Plan, and further agrees to hold harmless and indemnify the Accommodating Parties and the Administrator from any and all damages that may result including any incorrect calculation of Employee's MAC limits due to incorrect information provided by Employee. Indemnification from damages shall include any tax, interest, penalties or assessments or related costs that may be incurred by or imposed upon the Accommodating Parties and/or Administrator. The Employee agrees and authorizes the Employer to recover indemnification through payroll deduction or, at the option of the Employer, through any other legal process.

#### **PROCESSING INSTRUCTIONS**

The Administrator must receive this Agreement no later than the **LAST BUSINESS DAY OF THE MONTH TO BE PROCESSED FOR THE LAST DAY OF THE FOLLOWING MONTH**

Deliver the completed SRA by: US Mail or **Fax toll free to: 1-877-513-2272**

MidAmerica Administrative & Retirement Solutions, Inc. • 211 E. Main Street, Suite 100 • Lakeland, FL 33801

Processing questions contact MidAmerica Administrative & Retirement Solutions, Inc. at:

**(866) 873-4240 • Fax: 877-513-2272 • [www.midamerica.biz](http://www.midamerica.biz)**

## *Administrative Procedures for Plan Participants*

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All participant transaction requests and Salary Reduction Agreements (SRA) must be submitted to MidAmerica for validation prior to being processed by your payroll department or your Investment Provider. This includes all distributions, rollovers, transfers/exchanges, loans, hardships, or Salary Reduction Agreements.

Contact your Investment Provider for all transaction forms such as distribution requests, loan requests, hardship distributions, transfers and exchanges. After completing the transaction request form, submit the paperwork to MidAmerica for compliance review and authorization.

Go to [www.MidAmerica.biz](http://www.MidAmerica.biz) to access plan information and obtain forms such as Salary Reduction Agreements and Plan Highlights.

- Click on Participants
- 403(b) TPA Services from the right menu
- Click Here To Go To Your Plan
- Start typing in your Employer Name until the link appears for your Plan
- Click on your Plan link to go to your Employer's customized web page

If you only need to download forms, they are available on this page. Or you can click on your Plan's customized Spokeskids link for additional information such as:

- A complete list of the Investment Providers approved on your plan
- Videos and FAQs with general information about 403(b) and 457 Plans
- Retirement Calculator
- Forms for your plan

**Customer Service:** 866-873-4240

MidAmerica's Customer Service Representatives for English and Spanish speaking participants are available:

Monday – Thursday	8:30 a.m. – 8:00 p.m. EST
Friday	8:30 a.m. – 6:00 p.m. EST

**TPA Fax:** 877-513-2272

**Transactions secure upload website link:**

<https://www.midamerica.biz/forms/file-upload-pages/403b-transactions/?ssl>

**SRA secure upload website link:**

<https://www.midamerica.biz/forms/file-upload-pages/403b-sra/?ssl>