Exhibit A

Overview
As a result of our fiscal crisis, we are exploring the possibility of offering an early retirement incentive payout to active regular, permanent, employees. Participation is voluntary and subject to FCCD Trustee Board approval. We project salary savings of approximately $2 million contingent on the composition of the group which accepts the offer and our non-replacement/smart hiring strategy. Projected salary savings is based on 20 faculty and 10 staff electing the incentive after April 4 and before April 29, 2011. We are cognizant of staffing ratios required by the California Ed Code and retain the authority to withdraw the incentive if the ratios are askew.

Eligibility Criteria
A one-time cash incentive is being offered to current faculty and staff who meet age and service requirements and who are on pay status as of the effective date of their election. Faculty members are expected to resign no earlier than May 27, 2011.

<table>
<thead>
<tr>
<th>Affiliation as of 3/31/11</th>
<th>Age of Retirement date</th>
<th>Years of Paralta Service Credit as of retirement date</th>
<th>Incentive</th>
</tr>
</thead>
<tbody>
<tr>
<td>Faculty</td>
<td>55</td>
<td>5</td>
<td>$400 per year of service</td>
</tr>
<tr>
<td></td>
<td>50</td>
<td>10</td>
<td>$300 per year of service</td>
</tr>
</tbody>
</table>

Incentive Formula
Multiply years of service by incentive amount to determine the one-time payout.

<table>
<thead>
<tr>
<th>Employee category (based on permanent job assignment)</th>
<th>Years of service</th>
<th>Incentive Years</th>
<th>Incentive factor</th>
<th>Incentive Payout</th>
</tr>
</thead>
<tbody>
<tr>
<td>Faculty</td>
<td>25.50</td>
<td>26</td>
<td>$400</td>
<td>$10,000</td>
</tr>
<tr>
<td>Staff</td>
<td>25.10</td>
<td>26</td>
<td>$300</td>
<td>7,500</td>
</tr>
</tbody>
</table>

Employees whose primary affiliation with Paralta is in an adjunct and/or temporary assignment are ineligible for this program.

- There is no maximum benefit payout.
- We will not prorate years. We will round up your years of service completed as of the effective retirement date. Full year credit will be recognized even for partial years of service.
- Distributions will be paid out within 15 days of the effective retirement date, but not earlier than May 31, 2011.

2011 Timelines
April 1: Mailing to eligible employees
April 4: Election window opens
April 29: Election window closes; Incentive Election & Universal Benefits Enrollment forms due back to the Paralta Community College Vice Chancellor of Human Resources, post-marked or hand-delivered
May 10: The Chancellor will provide the Board with the number of participants regarding the Early Retirement Incentive Plan
May 11: The District will notify employees of the Board’s decision regarding offering the Early Retirement Incentive Plan – In the event the Board does not authorize the offering of the Early Retirement Incentive Plan, employees may rescind, at their election, their retirement or resignation
May 20: Last date for employees to rescind participation in the Early Retirement Incentive Program
June 15: First incentive checks distributed, for those with a retirement date on or before May 31, 2011
July 15: Last incentive checks distributed, for those with a retirement date between June 1, 2011 and June 30, 2011

Election window
Election forms must be received between Monday, April 4 - Friday, April 29. The retirement effective date can be no earlier than May 27, 2011 for faculty and May 20, 2011 for non-faculty, and no later than June 30, 2011 for everyone electing to participate.

Communications
Email: Announcement – April 1, 2011 general announcement; weekly thereafter
Website: Update with election forms and medical plan continuation forms
Home mailing: Personal home mailing: send certified to home address
Personalized letter including statement of years of service
Voluntary Early Retirement/Resignation Incentive Program Election Checklist Form – Terms & Conditions, Exhibit C
Universal Benefit Enrollment Form
Voluntary Retirement Incentive 2011 Frequently Asked Questions, Exhibit B
Voluntary Retirement Incentive 2011
Frequently Asked Questions (FAQ)
District Proposal to Peralta Federation of Teachers (PFT)

What is the incentive?

1. What is the incentive?
   For those who meet the age and service credit requirements will receive $400 for each year of service in a contract position. (Part-time, temporary service is excluded from the calculation)

2. Who is eligible?
   Active, regular, and permanent faculty hired and meet the definition of PFT Contract Article 22.3.a as follows:
   - reached age 55; and
   - attained five years of service with Peralta
   If you meet the above criteria, then you are eligible to receive this incentive provided that you resign or retire no earlier than Friday, May 27, 2011 and no later than Friday, June 30, 2011. (Part-time faculty, and temporary employees are ineligible for the incentive)

3. When will I receive the incentive
   Within 15 days after your retirement date.

4. How will I receive the payment?
   One time payment

5. Can I request another type of distribution option?
   No

6. Can I defer the distribution into a tax-deferred 403(b) or 457 plan?
   Yes-
   First, check with your tax professional or financial planner.
   Second, open an account with an approved vendor if you do not already have an active 403(b) or 457 account.
   Third, submit a completed Peralta Salary Reduction Agreement Form, along with your VERIP Election forms.

Elective Information

7. What forms do I need to complete in order to elect to receive the incentive?
   In order to elect to participate in the program and receive the incentive, submit the
   - Voluntary Retirement Incentive Program Agreement, Exhibit C
   - Universal Benefit Enrollment Form, if applicable
   Submit election forms between April 4 & April 29, 2011

8. When do I need to submit them?
   Yes. The effective date must be no earlier than Friday, May 27, 2011 and no later than June 30, 2011.

9. Must I elect a retirement or resignation date?
   Yes. Vice Chancellor of Human Resources & Employee Relations, PCCD, 308 E. 8th Street, Oakland, CA 94606
   All requests to retire under the incentive program must be submitted to The Vice Chancellor no later than Friday, 4:30pm on April 29, 2011. Verbal notices, taxes and email will not be accepted.

10. Where do I submit my election forms?
11. What are the cutoff dates if I want to apply for the incentive?
   Yes. There is a 10-day rescission period after the Board approves or denies the incentive program.

12. Can I change my mind after Board Decision on May 10?
    No.

13. Can I elect to participate after the election window?
    No.

14. May I elect a retirement date outside of the parameter of this program and still qualify for the cash incentive?

Electing Peralta post-employment Medical / Dental or annuity Benefits

15. When do benefits as an active employee end?
    Benefits as an active employee end at the end of the month in which you retire.

Medical: By completing and submitting the Universal Benefit Enrollment form 30 days prior to your retirement, we will ensure seamless transition of your medical benefits into retirement status.

Dental: Benefits can continue under COBRA by electing and paying for continuation within 60 days after your retirement.

16. When do I contact Social Security of Medicare?
    We suggest that you contact both agencies within 30-60 days of your retirement or reaching age 65.
    By telephone: 1 800 772 1213
    By website: www.ssa.gov

17. Is this offer contingent on my concurrent retirement from CalSTRS or CalPERS?
    No.
    Peralta does not require that you concurrently apply for CalPERS or CalSTRS retirement. We do encourage you to seek consultation from your financial planner regarding this opportunity and the integration of your post—Peralta income resources.
**EXHIBIT C Voluntary Early Retirement/Resignation Incentive Program Checklist – Terms & Conditions form**

<table>
<thead>
<tr>
<th>Your action</th>
<th>Why</th>
<th>I understand please initial and date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Contact Human Resources</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Home Location</td>
<td>HR Contact</td>
<td>Phone</td>
</tr>
<tr>
<td>Laney, BCC Faculty</td>
<td>Denise Fontenot</td>
<td>466-7292</td>
</tr>
<tr>
<td>COA, Merritt District Faculty</td>
<td>Julie Huong</td>
<td>466-7354</td>
</tr>
<tr>
<td>District</td>
<td>Ruby Andrews</td>
<td>466-7288</td>
</tr>
<tr>
<td>2. Contact Nancy Pak 466 7386, <a href="mailto:nnpak@peralta.edu">nnpak@peralta.edu</a> Human Resources</td>
<td></td>
<td>To correct Date of Hire or Date of Birth used for the incentive</td>
</tr>
<tr>
<td>3. Notify manager or supervisor of retirement/resignation</td>
<td></td>
<td>So that internal personnel action form can be submitted for processing of final pay arrangements can be made for returning office keys, rerouting of voicemail and email coordination</td>
</tr>
<tr>
<td>4. Contact your Office of Instruction</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Complete Salary Reduction Agreement form no later than: May 10 to effect May Incentive payments June 10 to effect June Incentive payments</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Contact Medicare 800 633 4227 <a href="http://www.medicare.gov">www.medicare.gov</a></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. Seek guidance from a financial planner or tax professional</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9. Meet with applicable retirement plan consultant: CalSTRS 800 228 5453 <a href="http://www.calstrs.com">www.calstrs.com</a> CalPERS 888 225 7377 <a href="http://www.calpers.ca.gov">www.calpers.ca.gov</a></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10. Complete Universal Benefit Enrollment form, if applicable</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11. Contact the PCCD Benefits Office at 510 466 7229 for a personal appointment to review forms or email <a href="mailto:benefits@peralta.edu">benefits@peralta.edu</a></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12. Complete COBRA election form(s) and return them to Benefit Dynamics (election forms are sent from Benefit Dynamics to you within 7-10 days from our receipt of this form), Exhibit C</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13. Complete Life Insurance Conversion Form(s) for continuation of voluntary or District-paid life insurance</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Terms & Conditions**

I understand and agree to these terms and conditions:

1. I am accepting this one-time taxable payout of $ based on my years of service which has been rounded up and excludes non-contract service. *Initial and date here*
2. I will retire or resign on which is between & . *Initial and date here*
3. This decision is voluntary. *Initial and date here*
4. I understand that I am responsible for returning District property on or prior to my retirement/resignation effective date. *Initial and date here*
5. I understand that I have until May 20, 2011 to respond to this decision in writing. *Initial and date here*
6. I understand that I am or am not (please circle) eligible for post employment benefits at the time of this action. *Initial and date here*

First Name ___________________________ Last Name ___________________________ Unit/Union Affiliation ___________________________

Signature ___________________________ Date: ___________________________

**Rescission:** All rescissions must be submitted to Trudy Largent, Vice Chancellor of Human Resources & Employee Relations no later than May 21, 2011.

I am rescinding my election to retire and/or resign ___________________________ Signature : ___________________________ Date: ___________________________
**UNIVERSAL BENEFIT ENROLLMENT FORM**

**PERALTA COMMUNITY COLLEGE DISTRICT**

**BENEFITS OFFICE**

333 East 8th Street
Oakland, CA 94606

---

**START HERE**

**EMPLOYMENT STATUS/AFFILIATION WITH PCCD**

- [ ] Initial Enrollment
- [ ] Address Change
- [ ] Change of Medical
- [ ] Change of Dental Plan
- [ ] Change of Dependent
- [ ] Change of Life Insurance (ING)
- [ ] Change from Active to Retiree
- [ ] Open Enrollment Change

**INCOMPLETE FORMS WILL BE RETURNED**

---

**1. EMPLOYEE INFORMATION**

**Employee Name (last, first, middle)**

**Employee Address (street, city, state, zip)**

**Home Phone:**

**Alternate Phone:**

**Email Address:**

**Work Location**

**Union Affiliation**

**Hours/Week:**

**Social Security #:**

**Date of Birth:**

**Date of Hire**

**Year of Retirement (if applicable)**

**MALE [ ] FEMALE [ ]**

**MARITAL STATUS:**
- [ ] Single
- [ ] Widowed
- [ ] Married (Date: )
- [ ] Divorced (Date: )
- [ ] Domestic Partner (Date: )

**Surviving spouse of a retiree:**

**Name of retiree:**

**Date of death:**

**INDIVIDUALS COVERED**

**PLEASE RESTATE ALL DEPENDENTS TO BE COVERED**

**Add Change Drop**

**Last Name, First Name**

**Social Security Number**

**Date of Birth**

**Sex**

**Relationship:**
- [ ] Spouse
- [ ] Domestic partner
- [ ] Child-natural
- [ ] Child-foster
- [ ] Child-adopted

**Totally Disabled?**
- [ ] Yes
- [ ] No

**State Type of Document Attached:**
- [ ] Copy of most recent tax return
- [ ] Proof of relationship
- [ ] Proof of joint ownership
- [ ] Other

---

**2. BENEFIT PLANS**

**MEDICAL**

Choose one:
- [ ] Kaiser Permanente HMO / Traditional Plan
- [ ] Kaiser Senior Advantage HMO/Visión/Dental Plan
- [ ] Coresource PPO Plan (includes participation in the Anthem Blue Cross Network)
- [ ] Waive medical/visión coverage-Complete Cash-in-Lieu Form (active employees only)

Choose one:
- (1) [ ] Employee only
- (2) [ ] Employee + 1 dep
- (3) [ ] Employee + family

- [ ] Refer to Peralta Community College District Required Documentation Matrix

**DENTAL**

Choose one (Must either be an active employee or currently on COBRA)
- [ ] Delta PPO Dental Plan
- [ ] UHC DMO (formerly Pacific Union Dental)
- [ ] Waive dental coverage-Complete Cash-in-Lieu Form (active employees only)

Choose one:
- (1) [ ] Employee only
- (2) [ ] Employee + 1 dep
- (3) [ ] Employee + family

- [ ] Enrollment for dependents is incomplete without documentation. Incomplete forms are not processed.

**DMO Provider ID# (obtain from member services)**

800-999-3367

---

**Peralta Universal Benefit Enrollment Form Revised 11/04/2010 Page 2 of 10**

**Please make a copy and retain for your records.**
### 3. OTHER HEALTH INSURANCE

1. Is anyone listed eligible for Medicare? □Yes □No  If Yes, Medicare #: ________________
   If yes, who? 

2. Is anyone listed eligible for Medicaid or CHIP? □Yes □No  ID# ________________
   If yes, who? 

3. Are you or have you and/or any of your eligible family members been covered by other medical coverage within the last six months? □Yes □No  If yes, complete the section below. Please list all current or prior medical coverage.
   Failure to provide complete information may result in significant delay of claims processing (attach additional sheets if necessary).

<table>
<thead>
<tr>
<th>COVERED PERSON’S NAME (Last, First M.I.)</th>
<th>Policy Holder’s Name</th>
<th>Insurance Company Name</th>
<th>Type of Coverage</th>
<th>Policy #</th>
<th>Termination Date (if applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>□Health</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>□Other:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>□Other:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 4. RELIASTAR LIFE INSURANCE COMPANY LIFE/AD&D (all active employees and retired employees to age 65)

Basic Life Insurance (Employer pays Premium) ❑Life/AD&D Insurance (1/10 times base earnings to a maximum of $100,000)

<table>
<thead>
<tr>
<th>Primary Beneficiary #1 Last Name</th>
<th>First</th>
<th>MI</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address</td>
<td>City</td>
<td>State</td>
<td>Zip</td>
</tr>
<tr>
<td>Primary Beneficiary #2 Last Name</td>
<td>First</td>
<td>MI</td>
<td>%</td>
</tr>
<tr>
<td>Street Address</td>
<td>City</td>
<td>State</td>
<td>Zip</td>
</tr>
<tr>
<td>Contingent Beneficiary #1 Last Name</td>
<td>First</td>
<td>MI</td>
<td>%</td>
</tr>
<tr>
<td>Street Address</td>
<td>City</td>
<td>State</td>
<td>Zip</td>
</tr>
<tr>
<td>Contingent Beneficiary #2 Last Name</td>
<td>First</td>
<td>MI</td>
<td>%</td>
</tr>
<tr>
<td>Street Address</td>
<td>City</td>
<td>State</td>
<td>Zip</td>
</tr>
</tbody>
</table>

Note: A Contingent Beneficiary will receive benefits only if the Primary Beneficiary does not survive you. If you wish to designate more than two Primary or Contingent Beneficiaries, please attach a separate sheet of paper.

**EMPLOYEE SIGNATURE**

**DATE**

### 5. SIGMA VOLUNTARY LIFE INSURANCE (active employees only)

( ) Check here if you would like more information sent to your home address regarding Voluntary Employee or Dependent Life (Note: For late enrollees, all coverage amounts are subject to Evidence of Good Health. You may apply for additional insurance from $10,000 or more for yourself or your eligible dependents.)

### 6. RELIASTAR LIFE INSURANCE COMPANY LONG TERM DISABILITY (active employees only)

❑ 60% LTD Plan - Basic Income Replacement (employer pays premium)

### 7. EMPLOYEE ASSISTANCE PROGRAM (active employees only)

❑ Anthem Blue Cross Employee Assistance Plan (employer pays premium for active employees only)

### 8. KAISER PERMANENTE ENROLLEES MUST READ AND SIGN:

Kaiser Foundation Health Plan Arbitration Agreement:

I understand that (except for Small Claims Court cases, claims subject to a Medicare appeals procedure, and, if my Group must comply with ERISA, certain benefit-related disputes) any dispute between myself, my heirs, relatives, or other associated parties on the one hand and Health Plan, its health care providers, or other associated parties on the other hand, for alleged violation of any duty arising out of or related to membership in Health Plan, including any claim for medical or hospital malpractice (a claim that medical services were unnecessary or unauthorized or were improperly, negligently, or incompetently rendered), for premises liability, or relating to the coverage for, or delivery of, services or items, irrespective of legal theory, must be decided by binding arbitration under California law and not by lawsuit or resort to court process, except as applicable law provides for judicial review of arbitration proceedings. I agree to give up our right to a jury trial and accept the use of binding arbitration. I understand that the full arbitration provision is contained in the Evidence of Coverage.

**EMPLOYEE SIGNATURE**

**DATE**

---

*Peralta Universal Benefit Enrollment Form Revised 11/04/2010 Page 3 of 10*
9. CORESOURCE ENROLLEES MUST READ AND SIGN:

I attest by signing below that I have reviewed the information provided on this application and to the best of my knowledge and belief; it is true and accurate with no omissions or misstatements.

ARBITRATION AGREEMENT: If your coverage is under a private employer plan governed by ERISA (Employment Retirement Income Security Act of 1974), certain disputes may not be subject to the following arbitration provisions:

I understand that any and all disputes between myself (and/or any enrolled family member) and CoreSource for medical malpractice, must be resolved by binding arbitration, if the amount in dispute exceeds the jurisdictional limit of the Small Claims Court, and not by lawsuit or resort to court process, except as California law provides for judicial review of arbitration proceedings. Under this coverage, both the member and CoreSource are giving up the right to have any dispute decided in a court of law before a jury. CoreSource and the member also agree to give up any right to pursue on a class basis any claim or controversy against the other. For more information regarding binding arbitration, please refer to your Evidence of Coverage/Certificate.

If I am enrolled in an employer-sponsored benefit plan that is subject to ERISA (Employee Retirement Income Security Act of 1974, 29 U.S.C. section 1001, et seq.) I understand that any dispute involving an adverse benefit determination for a health claim may not be subject to mandatory binding arbitration. However, I further understand that any dispute I may have with respect to an adverse benefit determination for a health claim may be submitted to voluntary binding arbitration after the ERISA claim appeal process is completed.

A group health plan makes coverage effective on the first of the month following your initial date of hire and on each open enrollment period following. Open enrollment generally occurs in February and August of each calendar for adjunct employees and in October of each year for all other employees.

The District’s self-funded plan administered by CoreSource plan imposes a 6-month maximum pre-existing condition exclusion (18 months for late enrollees) and uses a 6-month look back period. As part of the enrollment application materials, the plan provides the following statement:

This plan imposes a pre-existing condition exclusion. This means that if you have a medical condition before coming to our plan, you might have to wait a certain period of time before the plan will provide coverage for that condition. This exclusion applies only to conditions for which medical advice, diagnosis, care, or treatment recommended or received within a 6-month period. Generally, this 6-month period ends on the day before the waiting period begins. The pre-existing condition exclusion does not apply to pregnancy or to a child who is enrolled in the plan within 30 days after birth, adoption, or placement for adoption.

This exclusion may last up to 6 months (18 months if you are a late enrollee) from your first day of coverage, or, if you were in a waiting period, from the first day of your waiting period. However, you can reduce the length of this exclusion period by the number of days of your prior creditable coverage. Most prior health coverage is creditable and can be used to reduce the pre-existing condition exclusion if you have not experienced a break in coverage of at least 63 days. To reduce the 6 months (18 months if you are late enrollee) exclusion period by your creditable coverage, you should give us a copy of any certificates of creditable coverage you have. If you do not have a certificate, but you do have prior health coverage, we will help you obtain one from your prior plan or issuer. There are also other ways that you can show you have creditable coverage. Please contact us if you need help demonstrating creditable coverage.

All questions about the pre-existing condition exclusion and creditable coverage should be directed to:
Jennifer Seibert, District Benefits Coordinator, Peralta Community College District, 333 East 8th Street, Oakland, CA 94606, Phone number: 510-587-7868, Email: jseibert@peralta.edu

EMPLOYEE SIGNATURE __________________________ DATE ________________

10. ALL EMPLOYEES MUST READ AND SIGN: I agree to notify the District in writing within 30 days of the following to preserve benefit enrollment.

1. My change of address
2. Change to my marital status resulting in adding or deleting a spouse or domestic partner
3. Change to my eligible dependents status such as adding a newborn, or adopted child
4. Change to my ineligible dependents status such as deleting an overage dependent
5. Naming ineligible dependents may result in repaying District premium or claim costs per Board Policy 3.88
6. If adding a domestic partner, I may be subject to imputed income per tax regulations
7. Failure to notify the District of change in dependent status may result in actions stated in item #5 above.

EMPLOYEE SIGNATURE __________________________ DATE ________________
VOLUNTARY EARLY RETIREMENT/RESIGNATION INCENTIVE PROGRAM 2011
PERALTA COMMUNITY COLLEGE DISTRICT
SRA – SALARY REDUCTION AGREEMENT
DCP/457(b) Plan

Agreement must be signed by the Employee and received by the Plan Administrator. 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. Please note that any SRA initiating contributions to be directed to a non-registered 403(b) provider must be rejected in conformance with California Education Code 25100 et. seq.

THIS AGREEMENT SUPERCEDES AND REPLACES ALL PRIOR DCP/457(b) SALARY REDUCTION AGREEMENTS – INCLUDING THE AMOUNT(S), PROVIDER(S), AND EFFECTIVE DATE(S). EMPLOYEE SIGNS ON PAGE 2.

Check here if you are contributing to another retirement plan (not including CalSTRS or CalPERS): □

<table>
<thead>
<tr>
<th>Employee Name</th>
<th>Social Security Number</th>
<th>Date of Birth</th>
<th>Date of Hire</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone (Day)</td>
<td>Phone (Home)</td>
<td>Mailing Address</td>
<td>City, State, Zip</td>
</tr>
<tr>
<td>Email Address</td>
<td>Salary Reductions:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>□ 10-months</td>
<td>□ 11-months</td>
<td>□ 12-months</td>
</tr>
</tbody>
</table>

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 - Date account opened? (Completing this SRA does not constitute an enrollment application with your vendor)
☐ This is to Terminate my 457(b) Salary Reduction Agreement (Indicate below the Effective Date & Company/Provider Name)
☐ There is NO Change to my currently existing 457(b) Salary Reduction Agreement

FOR ANNUITY SALES ONLY: By signing below, I agree that for annuity product being initiated within the Employer’s 457(b) Plan that there is no life insurance component included within the annuity product and that no portion of the Employee's contribution to the Employer’s 457(b) Plan is going toward the purchase of life insurance.

Agent/Broker Signature: ___________________________ Date: ____________

Single Transaction Effective with my payroll date (mm/dd/yyyy): ____________ 20

The Employer in accordance with the employer’s 457 Plan shall transmit the above in the following manner:

Incentive Payout $___________ To: ___________________________ Date Account Opened: ____________
Specify dollar amount – no percentages Company/Provider Name mm/dd/yyyy

Vacation Payout $___________ To: ___________________________ Date Account Opened: ____________
Specify dollar amount – no percentages Company/Provider Name mm/dd/yyyy

Leave Banking $___________ To: ___________________________ Date Account Opened: ____________
Specify dollar amount – no percentages Company/Provider Name mm/dd/yyyy

FOR FCCD USE ONLY
CalSTRS Registry ID# Deduction Code:

FOR FCCD USE ONLY
Deduction Code:

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").

(See Page 2 – OVER)
This Agreement supersedes and replaces all previous Agreement(s) naming the providers designated above. Employee agrees that no more than one Salary Reduction Agreement may be in effect at any time, listing all 403(b) (TSA and Roth) and/or 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 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 403(b) (TSA and Roth) and/or DCP/457(b) Plan. The fact that a particular investment option may be available under the Employer’s 403(b) (TSA and Roth) and/or 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 403(b) annuity(ies) or custodial account(s) selected by Employee with the prior identification of pre-tax contributions and after-tax Roth 403(b) 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 or 403(b) (TSA and Roth) 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/or 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). Amounts contributed to the 403(b) Plan and earnings thereon shall be held in IRC 403(b)(1) Annuity Contracts, or IRC 403(b)(7) custodial accounts. Any amounts contributed to the 403(b) Roth Plan and earnings thereon shall be held in IRC 402A Roth accounts.
   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. Employee acknowledges that 403(b) (TSA and Roth) investment choices are limited only to those that are vendors properly registered with the California State Teachers’ Retirement System, in accordance with California law. Employee further understands that comparative data regarding the available products is available to employee on web site www.403becompare.com.
   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) and/or 403(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 Employee.
   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 operation of, or benefits provided by said provider, nor liability for any loss suffered by Employee by reason of the gradual vesting 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. Furthermore, as it relates to 403(b) Plans, Employee acknowledges that the total of the pre-tax contributions and the after-tax contributions cannot exceed the elective deferrals limits of IRC 402(g) and, if applicable the age 50+ catch up option under IRC 414(v).

6. Employee agrees that all computations in connection with the determination of the amount of the salary reduction hereby authorized shall be made based on the actual information furnished by the Administrator. Employee agrees to provide signed certification of the correctness of the information and/or computations as the Employer and/or Administrator may require; Employee agrees to provide accurate information on which to base those computations. In no event will the Accommodating Parties, its officers, or employees be responsible for the computations.

7. 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 403(b) (TSA and Roth) and/or DCP/457(b) Plans, 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 Employer. 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.

EMPLOYEE ACKNOWLEDGES that Employee has read, understands, and agrees to the terms and conditions set forth above. Employee further understands that a termination of salary reduction contributions to a provider that has not complied with or maintained registration in conformance with California law relating to those registration requirements will mean that Employee may not resume contributions later to that non-conforming provider. 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. Application materials must also be on file with your selected vendor(s). This Salary Reduction Agreement (SRA) form does NOT satisfy the vendor application process, contact your vendor for more information.

Employee Signature: __________________________   Date: __________________________

---

**PROCESSING INSTRUCTIONS**

The Peralta Community College District Payroll Office must receive this SRA no later than the 10th of each month. Mail or deliver or Fax SRA to the Payroll Office - Peralta Community College District

333 East 8th Street, Oakland, CA 94606

Fax: (510) 466-7211

**MUST ALLOW AT LEAST 3 DAYS FOR U.S. MAIL**

457 SRA Revised April 2011 PAGE 2
 Agreement must be signed by the Employee and received by the Plan Administrator. If you participate in multiple 403(b) (TSA) 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. Please note that any SRA initiating contributions to be directed to a non-registered 403(b) provider must be rejected in conformance with California Education Code 25100 et seq.

THIS AGREEMENT SUPERCEDES AND REPLACES ALL PRIOR 403(b) (TSA) SALARY REDUCTION AGREEMENTS – INCLUDING THE AMOUNT(S), PROVIDER(S), AND EFFECTIVE DATE(S). EMPLOYEE SIGNS ON PAGE 2.

Check here if you are contributing to another retirement plan (not including CalSTRS or CalPERS): ☐

<table>
<thead>
<tr>
<th>Employee Name</th>
<th>Social Security Number</th>
<th>Date of Birth</th>
<th>Date of Hire</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone (Day)</td>
<td>Phone (Home)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email Address</td>
<td>Mailing Address</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Salary Reductions:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>□ 10-months</td>
<td>□ 11-months</td>
<td>□ 12-months</td>
</tr>
<tr>
<td></td>
<td>☐ Classified</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>☐ Certificated</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

403(b) PLAN – TSA: Check Box: Agent/Broker must also sign below for all annuity sales.

☐ This is to **Initiate** a New 403(b) (TSA) SRA (Check only if not currently participating)
☐ This is to **Change** the Amount of my currently existing 403(b) (TSA) Salary Reduction Agreement
☐ This is to **Change** my Company/Provider - Date account opened?
☐ This is to **Terminate** my 403(b) (TSA) SRA (Indicate below the Effective Date & Company/Provider Name)
☐ There is NO Change to my currently existing 403(b) (TSA) SRA

FOR ANNUITY SALES ONLY: By signing below, I agree that for annuity product being initiated within the Employer’s 403(b) Plan that there is no life insurance component included within the annuity product and that no portion of the Employee’s contribution to the Employer’s 403(b) Plan is going toward the purchase of life insurance.

Agent/Broker Signature: ____________________________ Date: ____________

**Single Transaction Effective with my payroll date (mm/dd/yyyy):** ____________ 20

The Employer in accordance with the employer’s 403(b) Plan shall transmit the above in the following manner:

<table>
<thead>
<tr>
<th>Incentive Payout $</th>
<th>To: Company/Provider Name</th>
<th>Date Account Opened: mm/dd/yyyy</th>
</tr>
</thead>
<tbody>
<tr>
<td>Specify dollar amount – no percentages</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Vacation Payout $</th>
<th>To: Company/Provider Name</th>
<th>Date Account Opened: mm/dd/yyyy</th>
</tr>
</thead>
<tbody>
<tr>
<td>Specify dollar amount – no percentages</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Leave Banking $</th>
<th>To: Company/Provider Name</th>
<th>Date Account Opened: mm/dd/yyyy</th>
</tr>
</thead>
<tbody>
<tr>
<td>Specify dollar amount – no percentages</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

FOR PCCD USE ONLY

<table>
<thead>
<tr>
<th>CalSTRS Registry ID#</th>
<th>Deduction Code:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

FOR PCCD USE ONLY

<table>
<thead>
<tr>
<th>Deduction Code:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

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 herein in full, as of the date of this Salary Reduction Agreement ("agreement").

(OVER - SEE PAGE 2)
This Agreement supersedes and replaces all previous Agreement(s) naming the providers designated above. Employee agrees that no more than one Salary Reduction Agreement may be in effect at any time, listing all 403(b) (TSA and Roth) and/or 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 403(b) (TSA and Roth) and/or DCP/457(b) Plan. The fact that a particular investment option may be available under the Employer’s 403(b) (TSA and Roth) and/or 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 403(b) annuity(ies) or custodial account(s) selected by Employee with the proper identification of pre-tax contributions and after-tax contributions to aid in proper allocation to segregated accounts by the Service Provider(s). It is understood 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 or 403(b) (TSA and Roth) 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/or earnings thereon, shall be held in Trust as defined in Section 401(k) 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(k). Amounts contributed to the 403(b) TSA Plan and earnings thereon shall be held in IRC 403(b)(1) Annuity Contracts, or IRC 403(b)(7) custodial accounts. Any amounts contributed to the 403(b) Roth Plan and earnings thereon shall be held in IRC 402A Roth accounts.
   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. Employee acknowledges that 403(b) (TSA and Roth) investment choices are limited only to those that are vendors properly registered with the California State Teachers’ Retirement System, in accordance with California law.
   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 these MAC limits, and authorizes Employer or designee to then reduce 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) and/or 403(b) Plan federal and state regulations 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 transmission 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 (e), 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. Furthermore, as it relates to 403(b) Plans, Employer acknowledges that the total of the pre-tax contributions and the after-tax contributions cannot exceed the elective deferrals limits of IRC 402(g) and, if applicable the age 50 catch up option under IRC 414(v).

6. Employee agrees that all computations in connection with the determination of the amount of the salary reduction hereby authorized shall be made based on the accuracy of information provided by Employee. Employee agrees to provide signed certification of the correctness of the information and/or employee contributions and, if applicable to the Employer and/or Administrator may require; Employee agrees to provide accurate information on which to base those computations. In no event will the Accommodating Parties, its officers, or employees be responsible for the computations.

7. The Employee agrees to hold harmless and indemnify the Accommodating Parties from any and all damages that may result from Employer’s participation in the Employer’s 403(b) (TSA and Roth) and/or DCP/457(b) Plans, and further agrees to hold harmless 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 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.

EMPLOYEE ACKNOWLEDGES that Employee has read, understands, and agrees to the terms and conditions set forth above. Employee further understands that a termination of salary reduction contributions to a provider that has not complied with or maintained registration in conformance with California law relating to those registration requirements will mean that Employee may not resume contributions later to that non-conforming provider. 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. Application materials must also be on file with your selected vendor(s). This Salary Reduction Agreement (SRA) form does NOT satisfy the vendor application process, contact your vendor for more information.

Employee Signature: ___________________________ Date: ___________________________