

COLLIN COUNTY COMMUNITY COLLEGE DISTRICT

Optional Retirement Plan/Tax Deferred Account (ORPO/TDA)
403(b) Plans Salary Reduction Agreement/Change Form

Name (Please Print) \_\_\_\_\_ CCCCID ID Number \_\_\_\_\_

Department \_\_\_\_\_ Phone \_\_\_\_\_

This SRA is required to enroll in a voluntary Tax Deferred Account (TDA). The Employee and an authorized representative of Collin County Community College Human Resources Department must complete and sign the SRA. This Agreement is legally binding and irrevocable with respect to all amounts earned while the Agreement is in effect. This SRA will remain in effect until a new SRA is completed.

ACTION(S) REQUESTED:

- ORP Enrollment, TDA Enrollment, Change TDA Amount, Change ORP Carrier, Change TDA Carrier, Cancel TDA Contribution

ORP Carrier: \_\_\_\_\_ Agent: \_\_\_\_\_

Change ORP Carrier? If Yes, From: \_\_\_\_\_ To: \_\_\_\_\_
An ORP Employee may transfer an ORP account only to a corresponding ORP account with a carrier approved by Collin County Community College District (CCCCD).

TDA Carrier: \_\_\_\_\_ Agent: \_\_\_\_\_

Change TDA Carrier? If Yes, From: \_\_\_\_\_ To: \_\_\_\_\_
A TDA Employee may transfer a TDA account only to a corresponding TDA/TSA account with a carrier approved by Collin County Community College District (CCCCD).

Effective Date: \_\_\_\_\_ (1st day of month following receipt of notice)

TDA Monthly Amount: \$ \_\_\_\_\_ MCC Max: \$ \_\_\_\_\_

Standard TSA (\$16,500 max) 15 yr. service (\$3,000/yr., \$15,000 life max) Age 50+ Catch Up (\$5,500 max)

Number of Months: 9 Months each year (Sept-May), 12 Months each year, Other/Specify # of months only: \_\_\_\_\_ then stop deduction until new SRA submitted

I request that CCCCID deposit contributions for the purchase of a Tax Deferred Account (TDA) in lieu of a portion of the compensation otherwise payable directly to me for the number of months specified and thereafter until revoked by either party, under the employment agreements between us. This agreement is executed to be effective with respect to amounts earned on or after the first day of the month following receipt of this notice and, which date is subsequent to the execution of this agreement and for which the paycheck is received the month following the effective date, and pursuant to the provisions of Sections 403(b) of the Internal Revenue Code of 1986, as amended, and as authorized under Article 6228a-5 and Section 830.001 et seq., Government Code, Vernon's Texas Civil Statutes, as amended.

State Law (Leg. House Bill 1922) with limited exceptions, allow you to be informed about information the college collects about you, to review and obtain the information on this form and to correct any information you believe is incorrect.

In the event of any adverse ruling by the Internal Revenue Service regarding the calculation of the Employee's Maximum Allowable Contribution (MAC) or the purchase of Tax Deferred Accounts, by signing this Agreement, the Employee agrees to be responsible to the Internal Revenue Service. The Employee hereby holds CCCCDC harmless from any liability resulting from taxes, penalties, or interest incurred as a result of any unfavorable findings by the Internal Revenue Service relating to the maximum salary deferred through the Optional Retirement Program, Tax Deferred Account and Deferred Compensation. The Employee further holds harmless CCCCDC from any liability as a result of failure of the company the Employee selected above to fulfill its contractual obligations or to pay to the Employee the money to which the Employee is entitled.

I understand that my election will become effective on the first of the month following my day of hire or eligibility, provided all necessary and properly completed ORP/TDA enrollment forms (TDA provider application, Maximum Allowable Contribution and this SRA) are signed and received by the appropriate Human Resources Representative at the Central Park Campus. Otherwise, my election will become effective the first day of the month following the date all necessary and properly completed ORP/TDA forms are signed and received by the appropriate Human Resources Representative. If this is a new account, a contract must be on file with the provider in order for the Salary Reduction Agreement to be valid. If a deduction is returned by the provider because a contract is not on file, that deduction will be processed as income in the next payroll and TDA deduction will be ended.

**ORP Participants:** The Employee understands that the decision not to become a member or not to continue membership in the Teacher Retirement System of Texas (TRS) is irrevocable as required by law, unless the Employee becomes an eligible employee in the Texas Public School System, other than in a Texas institution of higher education, or before the Employee's vesting date becomes employed in a position not eligible for continued participation in the ORP. By electing to participate in the ORP, the Employee relinquishes all rights to TRS benefits that were previously accrued. The Employee also understands that the previous contribution to TRS may not be rolled over to the ORP account, but must be 1) refunded to the Employee (with all tax consequences the responsibility of the Employee) or 2) rolled into an IRA account.

The Employee acknowledges that no contract issued under the ORP may provide for loans, cash surrenders, or contain any other provision which permits the availability of benefits prior to the attainment of age 70 1/2, termination of employment, retirement (including disability retirement), or death. An ORP Employee may transfer an ORP account only to a corresponding ORP account with a carrier approved by Collin County Community College District (CCCCDC).

**TDA Participants:** CCCCDC requires that all TDA Purchase Agreements are accompanied by a Maximum Allowable Contribution (MAC). The Employee must verify that the gross salary used in this computation is correct each year by reviewing the MAC done on his/her behalf by the Employee's Carrier. The Employee authorizes the representative of the Carrier selected to correspond with CCCCDC to obtain information relevant to the Employee's MAC calculation. The IRS limits the amount an Employee may tax shelter through a 403(b) TDA. Any amount that exceeds the Employee's MAC under Section 403(b)(1) (or "annual addition" under Section 415(c), if applicable) will affect the Employee's personal income tax liability. This Agreement shall automatically be renewed each year hereafter, unless (1) it is set up for a number of months other than 12 or (2) the Employee notifies CCCCDC in writing prior to the date that this Agreement is to be a) terminated or b) renewed with a different Agreement. CCCCDC reserves the right to suspend contributions if IRS maximums are exceeded, but will start deductions again the succeeding year unless a new SRA is completed. Written notification of renewal of TDA deduction must be in the form of a new Agreement. The Employee may terminate this Agreement as it applies to a TDA with respect to amounts not earned at the time of termination. The Employee acknowledges that cash withdrawals under a TDA are generally available to the Employee at the attainment of age 59 1/2, termination of employment, retirement (including disability retirement), major financial hardship, or death.

_____	_____	_____	_____
Employee' Signature	Date	CCCCDC Representative	Date
_____	_____	_____	_____
Print Employee Name		Title	