Mott Community College Voluntary Salary Deferral Agreement

Under a Public Employer's Eligible Internal Revenue Code Section 457(b) Deferred Compensation Plan

By this Agreement, made between Mott Community College (the "Employer") and _____ (the "Employee"), the parties hereto agree as follows:

Effective with respect to amounts paid or otherwise made available on or after _____, 20___, which date is subsequent to the execution of this Agreement, the Employee's salary will be reduced by the amount indicated below. At the same time, the Employer will contribute a corresponding amount to the Employee's annuity contract(s) or account(s) maintained under the eligible Internal Revenue Code Section 457(b) Deferred Compensation Plan, under which the Employee may allocate among the investment options approved by the Employer.

This Agreement shall be legally binding and irrevocable for both the Employer and the Employee with respect to amounts paid or otherwise made available while this Agreement is in effect. Either party may modify or otherwise terminate this Agreement as of the first pay period commencing with or during the first month following receipt of satisfactory written notice of such modification or termination by giving at least 7 days' written notice so that this Agreement will not apply to amounts subsequently paid or otherwise made available.

I. The amount of the salary deferral[1] shall be as follows:

Select Box (A) to make your deferrals in an amount equal to a fixed dollar amount per pay period.

Select Box (B) to make your deferrals in an amount equal to a fixed percentage of your gross annual salary, recognizing that your salary may change in the future.

Select Box (C) to make your deferrals up to the maximum amount permitted by law, without taking into consideration any permissible catch-up contribution. You may elect to make catch-up contributions pursuant to Section II below.

(A) ☐ $_____ per pay period.

(B) ☐ _____ % of gross annual salary.

(C) ☐ The maximum amount permitted by law, without taking into consideration any permissible catch-up contributions permitted by law.

II. Catch-Up Contributions

Notwithstanding the election set forth in Box (A), Box (B) or Box (C) above, the amount of salary deferral[1] shall be **increased** by the additional amount set forth below **(proper documentation from your financial advisor must be attached)**:

(i) ☐ $_____ for individuals age 50 or over.

(ii) ☐ the maximum amount permitted by law for individuals age 50 or over.

(iii) ☐ $_____ for individuals who are in one of the last three years prior to normal retirement age.

(iv) ☐ the maximum amount permitted by law for individuals who are in one of the last three years prior to normal retirement age.

The amount deferred hereunder will produce a total deferral that does not exceed the applicable limitations of Internal Revenue Code Section 457(b) and Internal Revenue Code Section 414(v).

Signed this _____ day of _____, 20____.

_____ _____

Employee Employer

By: _____

(Name) (Title)

[1]This amount should be reviewed with the Human Resources Office prior to the execution of this Agreement.