

This Salary Reduction Agreement (hereinafter "Agreement") supersedes and replaces all previous Agreement(s). Employee agrees that no more than one Agreement may be in effect at any one time, listing all 403(b) and 457(b) vendors and amounts to be deducted and remitted to the listed vendors.

Employee acknowledges that:

1. This Agreement maybe entered into with respect to compensation not yet received by or made available to the Employee by the Employer. This Agreement is legally binding and irrevocable with respects to amounts already paid or made available by the Employer while this Agreement is in effect. The Agreement shall continue to be in effect in succeeding calendar years, until a new Agreement is executed by the Employee and approved by the Employer. This Agreement may be terminated and/or modified at any time for amounts not yet paid or available, pursuant to the Employers administrative policy and deadlines for submission of such request.
2. If during a pay period there is an insufficient compensation due and payable to the Employee to cover the requested deduction(s) a set forth in this Agreement, the Employer shall **NOT** remit such deduction(s) and shall continue **NOT** to remit such deduction(s) until Employee's compensation is sufficient to cover the requested deduction(s) as set forth in this Agreement.
3. The Employee has elected to participate, and has determined the amounts of salary reduction and the investment option(s) into which such amount(s) shall be invested, and has not relied in any manner on the Employer for making such decision. The investment choices are limit to only those that are vendors properly registered with the 403(b) Compare as administered by the California State Teacher's Retirement System and have execute the Hold Harmless Agreement with the Employer. Employee further understands that comparative data regarding the available investment options is available on the web site www.403bcompare.com. The Employer reserves the right to terminate Employees salary reduction agreement with respects to any provider that fails to maintain it's registration with 403(b) Compare, fails to comply with all 403(b) and/or 457(b) rules and regulations, as amended, or does not execute the Hold Harmless Agreement with the Employer, as amended.
4. That the fact that a particular investment option may be available under the 403(b) and/or 457(b) Plans does not constitute an endorsement, recommendation and/or approval of any kind by the Employer. Employee furthermore releases the Employer from any and all liability and responsibility resulting for any loss suffered by the Employee with regard to the selection of a provider and it investment options, the solvency, fraud, misrepresentation, operation of, or benefits provided by the provider selected by the Employee.
5. The Employee shall not enter into an Agreement that shall have the Employee exceed the annual maximum contribution limits as set forth in the Internal Revenue Code, as amended. The Employee further agrees that the Employer may amend this Agreement by suspending all or a portion of salary reduction amounts, so as to not permit the Employee to exceed the annual maximum contribution limits. The Employer shall automatically resume the previous contribution amounts effective with the first payroll period of the following tax year.
6. The Employer shall have the authority to request corrective distributions made to the Employee from one or more providers that the Employee contributes to, if Employees contributions have exceeded the annual maximum contribution limits and were previously not suspended by the Employer.

Employee further acknowledges that by executing this Agreement the Employee shall indemnify and hold the Employer harmless against any and all actions, claims and demands that may arise from the Employee's participation in the 403(b) and/or 457(b) Plans, including any incorrect calculation of Employee's annual maximum contribution amount due to incorrect information provided by the Employee. Indemnification from damages shall include any tax, interest, penalties and/or assessments or related costs that may be incurred by or imposed upon the Employer. The Employee hereby authorized the Employer to recover indemnification amounts through payroll deduction or, at the option of the Employer, through any other legal means.