

# OLD DOMINION UNIVERSITY

## Tax Sheltered Annuity (403b) Salary Reduction Agreement

Employee Name: \_\_\_\_\_ ODU Phone #: \_\_\_\_\_  
 UID #: \_\_\_\_\_ Year of Birth: \_\_\_\_\_  
 Type of Salary Reduction Agreement:    \_\_\_ New Agreement       \_\_\_ Suspend  
 \_\_\_ Change in Companies       \_\_\_ Increase       \_\_\_ Decrease       \_\_\_ Resume/Re-

The employee and University have entered into this Salary Reduction Agreement to obtain for the employee the benefits of section 403(b) of the Internal Revenue Code. In consideration of the mutual promises and conditions appearing below, it is agreed that:

Effective on the payday of \_\_\_\_\_ the employee directs ODU to reduce their salary each payday by the **Total Sum** (with all companies) of \$ \_\_\_\_\_ (and continuing until it is adjusted or canceled by either party hereto) or a maximum reduction/contribution of \$ \_\_\_\_\_ is reached in the current calendar year.

**Calendar year 2011 annual contribution limits: \$16,500;  
 or for employees age 50 or older in 2011 \$22,000.**

The University will apply the amount of the salary reduction under this agreement in accordance with the section 403(b) Program maintained by the University as contributions to the nonforfeitable section 403(b) annuity contract(s) (or section 403(b)7 custodial accounts, if applicable). The per payday Total Sum Salary Reduction amount shown above shall be allocated among section 403(b) annuity company(s) as follows:

<u>Name of Company</u>	<u>Amount Per Payday</u>
*Ameriprise	\$ _____
*AXA/Equitable	\$ _____
Fidelity	\$ _____
*Lincoln	\$ _____
*MetLife	\$ _____
TIAA-CREF	\$ _____
*VALIC	\$ _____

List each company with which you participate. Put zero to stop contributions to a particular company.

The employee and agent for the annuity company both agree that the amount of the salary reduction is in compliance with all applicable tax laws and regulations and that any penalties assessed would be against the employee and the agent.

The employee is responsible for compliance with the annual contribution limit and for ensuring the annual salary reduction does not exceed the limits established in sections 403(b) and 415 of the Internal Revenue Code and related regulations.

This Agreement is legally binding for both the University and employee with respect to amounts earned while the Agreement is in effect. The Agreement will not apply to salary earned after the Agreement is terminated.

This Agreement is not an endorsement or recommendation by the University of participation, company, or plan. The University disclaims any responsibility for the participation, company or plan selection of the employee, or for company or plan performance.

By signing below, you signify you have read, understand and agree to this Agreement and to the terms and conditions of this Agreement.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
\*Agent's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Reviewed by ODU Benefits Administrator

\_\_\_\_\_  
Date