

# THE CALIFORNIA STATE UNIVERSITY

## 403(b) SALARY REDUCTION AGREEMENT

1. **Authority:** Title 26, United States Code Section 403(b), Education Code Section 89505, and California Code of Regulations, Title 5, Sections 42850-42854.
2. **Eligibility:** With the exception of certain student classifications, eligible employees can participate in the 403(b) program, including rehired annuitants (regardless of age). Please contact the campus Benefits Office for eligibility guidelines.
3. **Parties:** The parties to this Agreement are the Board of Trustees of The California State University, hereinafter sometimes referred to as the "CSU", and you, hereinafter sometimes referred to as the "Employee."
4. **Agreement:** In consideration of the potential advantages to each, the CSU and you, the Employee, make this Agreement under the terms provided. This Agreement shall be effective beginning with the salary warrant payable as specified in your 403(b) Salary Reduction Election, in accordance with State Controller's Office (SCO) processing guidelines.
5. **Salary Reduction and 403(b) Investment:**

**A. Type of Salary Reduction Agreement.** You can contribute to no more than two 403(b) companies at one time. You may make changes at any time throughout the year, subject to any allocation change restrictions imposed by your current company (ies).

The CSU has contracts with companies that offer plans qualifying under the provision of Internal Revenue Code Section 403(b) and California Revenue and Taxation Code Section 17512 (although the CSU makes no warranty of such qualification). These plans are either 403(b) tax sheltered annuities (TSA) or mutual fund custodial accounts. ***The CSU assumes no responsibility for the financial security, investments or other operations of these plans.***

From among these plans indicated on the 403(b) TSA Authorized List, you have selected the designated Company plan(s) and the amount of funds as stated on your 403(b) Salary Reduction Election, which the CSU agrees to remit to the designated Company plan(s), on your behalf.

In handling these funds, the CSU acts as an employer, and not as a Trustee. The CSU assumes no responsibility for any investment loss nor claim to any gain, based upon any delays in making the contributions agreed to herein. It shall be your responsibility to notify the designated Company so that any necessary follow-up actions may be taken.

**B. Reduction.** The CSU shall reduce each regular monthly installment of salary due you, the Employee, under the terms of your appointment by the amount you request, beginning with the salary warrant as indicated in your 403(b) Salary Reduction Election, if the request is submitted to the campus Benefits Representative in a timely manner. This Agreement will not be effective for any salary made available prior to the date this Agreement is signed.

6. **Minimum Reduction.** At no time is a 403(b) salary reduction to be less than \$15.00 per month.

**Reduction Change.** This reduction shall continue to be made until such time as the Agreement is terminated by whichever of the following events occurs first:

- A. By termination of your employment, or

B. By either party giving 30-day advance written notice of termination to the other. Termination by such notice may only be made effective on the first day of a pay period. Notice by you, the employee, shall be submitted to the campus Benefits Office or to other such office, as the Benefits Office shall require. Notice to you shall be sent to your home address or to other such address as designated by you, or

C. By your filing a new Agreement with the CSU, or

D. By the CSU if the Company's contract with the CSU is terminated. You may not continue having contributions made to a terminated Company, but you may arrange to substitute another company which has a current contract with the CSU, or you may terminate participation.

7. **Annuities Non-forfeitable.** Any annuity purchased under Section 5 shall be non-forfeitable except for failure to pay future premiums expressly required by the contract between you and the Company (ies).
8. **Release of Earnings.** You, your spouse, heirs, administrators, executors and representatives, hereby release all rights, present and future, to receive in any form other than payments from the designated Company, the amount to be applied as designated in Section 5.
9. **Computations.** You assume full responsibility for all computations and for the maintenance of all data required to carry out such computations in connection with the salary reduction and demonstrating that such salary reduction complies with Internal Revenue Code Section 403(b) and related sections and to corresponding provisions of the California Revenue and Taxation Code (see, for example, Authority, Section 1) and regulations thereunder, including amendments which may be made to such codes or regulations or both, subsequent to the date of this Agreement.

Internal Revenue Service Publications provide information on the maximum amounts, which may be contributed to the plan by participating employees. In addition, there can be lower limits for those employees who also participate in the State Savings Plus (401k) Plan. You may consult with your Company, its agents, or the Internal Revenue Service for advice on these matters. The CSU has no responsibility for any advice given or computations made.

10. **Proof of Computations.** The CSU, at its discretion, may require proof that you have performed or have had performed all required computations in connection with the salary reduction pursuant to Internal Revenue Code Section 403(b) and related sections and regulations thereunder. Such computations may be required as evidence to support the amount of salary reduction. Lacking such evidence, or if such evidence does not support the amount of salary reduction, the CSU has the authority to reduce the amount of salary reduction.

By signing and dating the 403(b) Salary Election, you certify that all computations have been performed in connection with the requested salary reduction pursuant to Internal Revenue Code Section 403(b) and related sections and regulations thereunder and that you will maintain proof of such computations.

11. **Participation in Other Plans.** You can defer the annual maximum toward both a 403(b) account and a governmental 457 plan\* (administered by the Department of Administration Savings Plus Program). If, however, you contribute to both a 403(b) and a 401(k) plan in the same tax year, your 401(k) annual limit will be reduced by the amount you contribute to your 403(b) plan. You cannot defer maximum contributions to both a 403(b) and a 401(k) during the same tax year.
12. **Employee Releases The CSU From Any Damages.** You assume full responsibility for the tax, processing, and investment consequences which result from the salary reduction hereby agreed to, and hereby release the State of California, the members of the Board of Trustees of the

California State University, both individually and together acting as a board, their employees, agents, and the successors of each of the foregoing, and any combination thereof, from any liability including, but not limited to, any financial loss resulting from failure to carry out or inaccuracies in any of the computations referred in Section 10, from selection or performance of Company(ies) or of any particular plan, from incorrect evaluation of tax-deferred status, from processing delays or errors, from discontinuance of present legislation effecting such benefits, and from incorrect advice you may have received or may receive in the future from the CSU, the Company(ies), any of their employees or agents, or any other plan respecting the plans and the benefits that may be received as a result of the salary reduction agreement hereby agreed upon.

13. **Company Status.** You understand and agree that for the purposes of this Agreement, no Company is an agent or employee of the State of California or of the CSU; and, the State of California, the CSU and their employees are not agents of any Company.
14. **Company Account Required.** You understand and agree that this Agreement is between you and the CSU and does not establish an account with the company (ies). You assume full responsibility for filing appropriate documentation to establish an account with the designated company (ies). You shall provide proof of company-established account(s) to the Benefits Office at the time this Agreement is presented.

***If for any reason your account is not established at the Company (ies) you have designated, the Company (ies) will return the money to the SCO/CSU for delivery to you via payroll. All returned money will be considered taxable income.***

15. **Irrevocable Commitments.** This Agreement shall be legally binding and irrevocable with respect to salary amounts received while the Agreement is in effect.
16. **Processing Fee.** The CSU reserves the right to assess you with a processing fee to cover the costs of administering the 403(b) program, including the payroll deduction and investment transactions. You may contact the Benefits Office to determine the current fee schedule, if any.
17. **Effect of Agreement Execution.** Execution of this Agreement by you, the Employee, shall constitute application by you to the CSU pursuant to Education Code Section 89505 for purchase of a 403(b) plan contribution and reduction in salary under the terms of this agreement.

**The CSU and Employee agree to the foregoing terms of this Agreement.**

**Employee Certification.**

I certify that I have read the complete CSU Salary Reduction Agreement and that my salary reduction(s) does not exceed contribution limits as determined by applicable Internal Revenue Code. I understand my responsibilities as an Employee under the CSU 403(b) Tax Sheltered Annuity (TSA) Program, and I make application to the CSU pursuant to Education Code Section 89505 for purchase of a 403(b) plan contribution and reduction in salary under the terms of this agreement.